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and

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PROPOSED COUNSEL FOR DEBTORS
AND DEBTORS IN POSSESSION

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§	
	§	Case No. 21-30085-hdh-11
NATIONAL RIFLE ASSOCIATION	§	
OF AMERICA,	§	
	§	Chapter 11
Debtor.	§	

**EMERGENCY JOINT MOTION TO APPROVE AGREEMENT PROVIDING
REPLACEMENT LIENS AS ADEQUATE PROTECTION OF SECURITY
INTEREST IN PERSONAL PROPERTY**

Debtor National Rifle Association of America (the “NRA”) and Sea Girt LLC (“Sea Girt”) (collectively, the “Debtors”), as debtors and debtors-in-possession, and Quad/Graphics, Inc., (“Quad” and collectively with the Debtors, the “Parties”) move for an order approving an

agreement between the NRA and Quad providing Quad with a replacement lien and administrative claim as adequate protection for Quad's pre-petition security interest/possessory lien in personal property owned by the NRA. For cause, the Parties would show as follows:

Synopsis

1. Quad provides printing, distribution and related services for the NRA, including printing and distributing various regular publications that the NRA publishes for its members and others. Under a pre-petition agreement with the NRA, Quad holds a lien on the paper stock supplied by the NRA for use by Quad for printing those publications. Quad estimates that as of the petition date, it held paper stock belonging to the NRA having a resale value of approximately \$1,000,000. The NRA intends to continue to engage Quad for printing its publications, which will require Quad to use existing pre-petition paper stock. The NRA also intends to continue supplying Quad with paper stock sourced from another supplier.

2. As reflected in the attached proposed agreed order, the Parties have agreed that to the extent of any diminution in the volume or value of the pre-petition paper stock held by Quad, Quad shall have both a first priority replacement lien in paper stock provided post-petition by the NRA to Quad and an administrative priority claim against the Debtors' bankruptcy estates. Because Quad is entitled to adequate protection of its security interest/possessory lien and, moreover, because allowing for Quad's continued use of pre-petition paper stock to print the NRA's publications is in the best interest of the Debtors and their bankruptcy estates, this Court should grant this joint motion and enter the proposed form of agreed order.

Jurisdiction and Statutory Basis for Relief

3. This Court has jurisdiction over this matter under 28 U.S.C. §1334(b). This matter is a core proceeding under 28 U.S.C. §157(b).

4. The statutory and procedural bases for relief for the relief sought include Sections 105(a), 361, and 363, and Rule 4001(d).¹

Factual Background

5. On January 15, 2021 (the “**Petition Date**”), the Debtors each filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code. The Debtors remain in possession of their property and are operating their business as debtors-in-possession in accordance with Sections 1107 and 1108 of the Bankruptcy Code. A detailed description of the Debtors’ business, capital structure, and the events leading to the Debtors’ bankruptcy is set forth in the Debtors’ Informational Brief [Docket No. 31] and the Declarations of Shawne Soto [Docket No.10], Robert Owens [Docket No. 11], and Sonya Rowling [Docket No. 12], and is incorporated herein by reference.

6. The NRA and Quad are parties to a certain *Integrated Service Agreement* (as amended from time to time, the “**ISA**”), under which Quad is the exclusive provider of printing, binding, and mailing services for the NRA’s various publications.² The ISA provides that the NRA will furnish Quad with paper for the production of the NRA’s publications. *See* ISA at § 11(A). Moreover, the ISA provides that Quad shall have lien on that paper and other property of the NRA’s possession to satisfy any past due debts. *See* ISA at § 6(D).

7. Quad estimates that as of the Petition Date, the NRA was indebted to it under the ISA for \$1,020,929.65. Quad further believes that as of the Petition Date, the paper stock belonging to the NRA in Quad’s possession had a market value of approximately \$1,000,000.

¹ Unless otherwise indicated, (a) all statutory references shall be to the United States Bankruptcy Code, Title 11 United States Code, and (b) all rule references shall be to the Federal Rules of Bankruptcy Procedure.

² A true and correct copy of the ISA is attached to the electronic filing of this joint motion as Exhibit “A”. Parties not receiving service electronically may obtain a copy of the ISA by emailing counsel for Quad, care of sjames@fjrpllc.com.

8. The NRA's publications are an essential part of its member services and the NRA intends to continue to engage Quad to provide it with the printing and related services necessary to produce and provide its publications to its members and others. In total, Quad prints and mails approximately 3,800,000 copies of NRA publications per month. These publications are a core NRA membership benefit and serve as the NRA's primary means of communication with its members. The publications also serve as a means for distributing membership ballots for votes on various NRA matters.

9. To continue producing these publications for the NRA, Quad will need to use the NRA's pre-petition paper stock. As reflected in the attached form of agreed order, the Debtors and Quad have agreed that as adequate protection of Quad's security interest/possessory lien in the NRA's pre-petition paper stock, to the extent that there is any diminution in the value of that inventory (including any diminution in the quantity of paper stock resulting from its use by Quad or a fall in market value of the inventory), Quad shall (1) have a first-priority replacement lien on any and all paper and other property provided to Quad by or on behalf of the NRA on or after the Petition Date, and (2) to the extent that the replacements liens granted to Quad are not sufficient, Quad shall have an administrative expense claim under Sections 503(b) and 507(a) for the diminution in value.

Discussion

10. Section 363(e) entitles an entity with an interest in the debtor's property that has been or may be used in the debtor's business operations to adequate protection of the interest. *See United States v. Whiting Pools*, 462 U.S. 198, 203-204 (1983) ("At the secured creditor's insistence, the bankruptcy court must place such limits or conditions on the trustee's power to sell, use, or lease property as are necessary to protect the creditor."). Section 361 provides that adequate

protection of an entities interest in the debtor's property may be provided granting the party with replacement liens and an administrative priority expense claim.

11. The adequate protection terms to which the Parties have agreed are reasonable and narrowly tailored to preserve, as opposed to enhance, Quad's security interest/possessory lien in pre-petition paper inventory. Additionally, because the use of that pre-petition inventory to publish and deliver the NRA's publications to its members is an essential part of the NRA's member services, the adequate protection relief requested by the Parties is in the best interest of the NRA's bankruptcy estate.

Accordingly, the Parties request that the Court enter the proposed form of agreed order attached hereto and grant any and all other relief to which the Parties may be entitled.

Dated: the 4th of February 2021.

Respectfully submitted,

FISHMAN JACKSON RONQUILLO PLLC

/s/ Mark H. Ralston

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PROPOSED COUNSEL FOR DEBTORS
AND DEBTORS IN POSSESSION

CERTIFICATE OF SERVICE

The undersigned certifies that he caused a true and correct copy of the foregoing document to be served on all parties receiving electronic notice of filings in this case through the ECF system and on all parties listed on the attached service list by First Class U.S. Mail, on this, the 4th day of February, 2021.

/s/ Mark H. Ralston
Mark H. Ralston

In re: Sea Girt LLC - Case No. 21-30080
In re: National Rifle Association of America - Case No. 21-30085

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U.S. Trustee

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Secured Creditors

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**NATIONAL RIFLE ASSOCIATION
INTEGRATED SERVICES AGREEMENT**

Quad/Graphics, Inc., Sussex, Wisconsin 53089 ("Quad/Graphics"), a Wisconsin corporation, and the National Rifle Association of America, Fairfax, Virginia 22030 ("Customer"), a New York not-for-profit corporation, with addresses as they appear below, agree as follows:

1. Subject of Agreement

Throughout the Term of this Agreement, Customer will exclusively purchase from Quad/Graphics and Quad/Graphics will sell to Customer all of Customer's requirements for ink and production services including preparatory services, platemaking/cylinder engraving, printing, binding, mailing, list services, and packing and loading for shipment, and shipping to a suitable United States Postal service facility for certain of Customer's titles or programs ("Publications") as more fully described in Schedule A ("Work"). Customer may, from time to time, participate in Quad/Graphics' "multi-bind" program. Such participation shall be subject to the terms and conditions contained on Schedule H. Customer may also request Quad/Graphics to perform additional services (including custom web printing or direct mail services). If Quad/Graphics has the capacity and availability of equipment, facilities, and additional materials, then the billing of such additional services will be in accordance with the attached Price Schedules (for product of similar specification) or applicable sales quotation, as the parties shall mutually agree.

The Work will be performed by Quad/Graphics and paid for by the Customer in accordance with the following schedules, which are attached hereto and are made a part hereof:

Schedule A	Description of Work
Schedule B	Preparatory Price Schedule
Schedule C-1	Manufacturing Price Schedule and Paper Requirements
Schedule C-2	Distribution Agreement
Schedule C-3	Guidelines for Third Party Logistics Company or Carrier
Schedule D	Paper Specifications
Schedule E	Production Schedule
Schedule F	Holiday Schedule
Schedule G	Payment Terms Letter
Schedule H	Multi-Bind Terms

2. Term of Agreement

The term of this Agreement shall be for a period of three (3) years, commencing with production of the January 2006 issues of the Work, on or about November 1, 2005 (the "Effective Date") and continuing through production of the January 2009 issues of the Work, but not later than December 31, 2008 (the "Term").

3. Pricing

A. Pricing for the Work is set forth in the Price Schedules (Schedules B and C-1).

Pricing may be adjusted in accordance with Section 5.

B. Customer recognizes that the pricing is exclusive of sales and use taxes. Any sales or use tax imposed upon the Work by federal, state or local taxing authorities will be added to the invoice and paid for by Customer.

4. Freight and Postage Costs

Customer acknowledges that all freight charges and postage costs are additional. In advance of the mailing date for Work to be mailed, Customer will ensure that the appropriate Postal Service account contains sufficient certified funds to cover Quad/Graphics' good-faith estimate of the mailing costs. In the event that Quad/Graphics' good-faith estimate of the mailing costs is insufficient to meet the actual costs of mailing, Quad/Graphics agrees to pay the difference and to invoice Customer for that amount.

In the event that Customer requires use of a specified third party carrier or arranges pick-up by a third party carrier, Customer will ensure that such third party carrier adheres to the Guidelines for Third Party Logistics Company or Carrier, attached hereto as Schedule C-3.

5. Price Adjustments

A. If during any contract year after the date this Agreement becomes effective (the first contract year beginning on that date, and ending the following year at 11:59 p.m. on the date immediately preceding), Quad/Graphics' cost of ink increases or decreases, then Customer's prices that include as an element the cost of ink shall be adjusted upward or downward to reflect such cost increase or decrease, in accordance with the following table. Quad/Graphics shall give Customer 30 days' notice of any increase or decrease in prices due to increases in Quad/Graphics' ink costs.

Reported Ink Increase/ Decrease in Contract Year	Percentage of Adjustment
1.0%	No increase
2.0%	No increase
3.0%	No increase
4.0%	No increase
5.0% +	100% of portion in excess of 3%

Examples:

i) If the documented increase or decrease of Quad/Graphics' ink costs were 2.0% in any contract year, then there would be no price adjustment to Customer's ink prices in such contract year.

ii) If the documented increase or decrease of ink costs were 5.0% in any contract year, then the adjustment in such contract year would be based upon 100% of the portion that was in excess of 3.0%. (i.e. $5.0\% - 3.0\% = 2.0\%$ $\times 100\% = 2\%$).

iii) If the documented increase or decrease of Quad/Graphics' ink costs were 2% during Year 1 of the Term, then there would be no price adjustment to Customer's ink prices in Year 1. If the documented increase or decrease of ink costs were then 4.0% in Year 2 of the Term, then there would be no resulting adjustment to Customer's ink prices in Year 2.

The freight rates in the attached Distribution Agreement shall be adjusted to include a fuel surcharge. Fuel surcharges will be calculated based on the national diesel fuel average price as reported by the Energy Information Administration, a statistical agency of the U.S. Department of Energy, and passed along pursuant to the table in the Distribution Agreement attached hereto. If at any time during the Term the national diesel fuel average price as reported by the Energy Information Administration falls below the price as of the date this Agreement becomes effective, Customer's freight rates, as adjusted for the fuel surcharge, shall be reduced accordingly to reflect the reduced fuel surcharge.

B. Customer will have the right to review all invoices and other documentation relative to increases in pricing as provided herein. Customer shall have the right to contest any increase in prices under this Section that is not properly substantiated by invoices and other documentation, or is not in accordance with this Section.

C. During the Term, manufacturing invoices for the Work shall reflect the application of a ten percent (10.0%) manufacturing discount ("Manufacturing Discount"). The Manufacturing Discount applies to charges for: press (including plates/cylinders); ink; binding; packing/handling; and mailing services performed under the Agreement. The Manufacturing Discount does not apply to charges for: preparatory; Quad-supplied paper; list management; freight; postage; postal savings; storage; and direct charges for materials (e.g. custom polywrap).

6. Payment Terms

A. Payment for services shall be due in accordance with the attached Payment Terms Letter.

B. Past due invoices are subject to a service charge of one and one-half percent (1-1/2%) per month on the outstanding balance. Disputed items will not be subject to a service charge; provided, however, Customer will not withhold payment of undisputed items.

C. Should there be a substantial adverse change in Customer's credit standing so that Quad/Graphics has reasonable grounds for insecurity with respect to Customer's compliance with the credit terms of this Agreement, Quad/Graphics has the right to request adequate assurance of due performance from Customer, and Customer shall furnish such assurances promptly to Quad/Graphics.

D. As security for payments for any sum owed to Quad/Graphics under the terms of this Agreement, Quad/Graphics will have the right, in the event that any payment or payments by Customer under this Agreement become past due, to retain possession of and will have a lien on all paper and any other property owned by the Customer and in Quad/Graphics' possession. In the event that any payment or payments by Customer under this Agreement become past due, Quad/Graphics agrees that it shall retain possession only of such portion of Customer's paper or property as is reasonably necessary to secure payment of the amount past due; and Quad/Graphics further agrees that it will retain possession of finished Work only if Customer's paper and other property in Quad/Graphics' possession are insufficient to secure payment of the amount past due.

7. Production Schedule

Customer delays or errors in furnishing the materials or performing the obligations that it is required by this agreement to furnish or perform may result in adjustments to the Production Schedule or additional charges for overtime and/or holiday work for expedited production; however, Quad/Graphics shall use commercially reasonable efforts to avoid scheduling overtime and/or holiday work. If Customer requests changes in the Production Schedule, Quad/Graphics will use commercially reasonable efforts to accommodate Customer in amending the Production Schedule to put such changes into effect.

8. Change in Specifications

Customer may change the details of the specifications of the Work as to such items as print order, page count, paper, type of copy, binding specification, frequency, shipping schedules or in any other respect upon giving sufficient notice in writing to Quad/Graphics to determine if Quad/Graphics' existing plant, equipment, schedule and labor force can accommodate the requested changes and to determine the availability of additional materials. Quad/Graphics will use commercially reasonable efforts to accommodate Customer in putting such changes into effect. Customer acknowledges that a change in specifications may result in an adjustment to the Price Schedules and/or the Production Schedule, as mutually agreed upon by the Parties.

9. Proofs

A. *Press Proofs.* Quad/Graphics shall furnish Customer with confirming proofs on all pages for position and content (i.e., BPs, DBLs). Customer shall review and provide its final approval for the proofs. Quad/Graphics shall not be liable for errors in Customer's work if: (i) the work is printed per Customer's approval; or (ii) requests for changes are communicated orally. Additional production costs relating to alterations or corrections shall be billed at current rates.

B. *Finishing Proofs.* Customer shall furnish Quad/Graphics with proofs for all versions of Customer's work to confirm desired finishing operations. Quad/Graphics shall not be liable for errors in Customer's work if (i) proofs are not furnished by Customer; (ii) finishing operations are performed per Customer's proofs; or (iii) requests for changes are communicated orally. Production costs relating to alternations or

corrections, not addressed in Schedule B, shall be billed at current, reasonable rates.

10. Materials Furnished By Customer

Paper, digital files, and other materials furnished by Customer will be properly packed, free from dirt, grit, mechanical defects, etc. and will comply with Quad/Graphics' reasonable specifications, quality and manufacturing standards. Additional costs due to delays, impaired production or the repair or replacement of such materials because of Customer's failure to meet such standards will be charged to Customer at Quad/Graphics' standard rates. However; in the event that any paper, digital files, or other materials furnished by Customer fail to comply with Quad/Graphics' reasonable specifications, Quad/Graphics shall promptly notify Customer upon its discovery of the non-compliance; shall give Customer the option to remedy the deficiency(ies) through a supplier or suppliers of its own choosing within a reasonable time, or to request that Quad/Graphics remedy the deficiency(ies); and, subject to the provisions of Section 7, shall make commercially reasonable efforts to avoid taking any action likely to increase Customer's damages resulting from the deficiency(ies). Customer is responsible for independently seeking recourse from its suppliers with respect to such defective materials. Materials furnished by Customer (e.g., inserts) will include manufacturing waste allowances that Quad/Graphics deems adequate, as long as those allowances are reasonable under the standards of the printing industry, and will be adjusted to Quad/Graphics' count. Quad/Graphics will not be liable for results caused by the use of any unsuitable or unsatisfactory materials furnished by Customer unless directed by Customer, at additional cost to Customer, to make corrections, repairs or substitutions Quad/Graphics deems necessary.

Quad/Graphics shall have a duty to proof the color fidelity of all finished Work made from film furnished by Customer, and the integrity of digital files furnished by Customer, and shall advise Customer of the results of such proofs. In other words, Quad/Graphics shall produce proofs from such film and files and shall provide such proofs to Customer for approval. Quad/Graphics will notify Customer if it detects any corruption of the files. Quad/Graphics shall be responsible for the color fidelity of finished Work made from film furnished by Customer, and the integrity of digital files furnished by Customer, unless Quad/Graphics completes its duties under this paragraph and advises Customer that the finished Work/digital files produce unacceptable color fidelity, and Customer fails to take appropriate remedial action. In other words, subject to the manufacturing variances referred to in Section 18 (Performance), Quad/Graphics shall be responsible for ensuring that the color fidelity of finished Work conforms to the proofs as approved by the Customer.

Any calculation of consumption of Customer-furnished paper will be adjusted for: (a) variance between actual weight and the basis weight specified; and, (b) damaged, defective or otherwise nonconforming paper delivered to Quad/Graphics.

11. Paper

A. Customer shall furnish paper for the production of the Work and such paper will be furnished in roll widths as herein set forth, delivered at Quad/Graphics' plant in

accordance with the Specifications Schedule, Paper Requirements Schedule and Quad/Graphics' specifications for the accounting, shipping, and storage of such paper. Quad/Graphics' shipping and mechanical specifications for Customer-furnished paper are attached hereto and may be subject to reasonable change from time to time. The most current version of these specifications may be found at <http://www.qg.com/prodserv/paperspecs.pdf>.

B. In the event Customer decides Quad/Graphics shall furnish paper for the printing of inserts or one or more of Customer's Publications, as more fully described in Schedule A, then Customer shall give Quad/Graphics at least ninety (90) days' written notice. The foregoing notwithstanding, Quad/Graphics will use commercially reasonable efforts to obtain paper upon notice of fewer than ninety (90) days. Quad/Graphics will furnish paper for all forms per the Specifications Schedule and the Paper Specifications Schedule (Part I).

12. Responsibility for Product

Customer warrants that any matter it furnishes for reproduction does not infringe upon any copyright, trademark, or trade name, is not libelous and does not otherwise violate any law. Customer agrees to indemnify and hold Quad/Graphics harmless against all claims, damages and expenses, including attorneys' fees, which Quad/Graphics may incur as the result of any claims of such violation.

13. Quantity Variation

Variations in quantity of up to 5,000 copies over and no quantity under the number ordered, per title, will constitute acceptable delivery and any such excess will be charged at the additional thousands rate stated in the Price Schedule. In no event, however, shall Customer be obligated to pay for any overage in excess of 5,000 copies, unless Customer shall specifically agree to accept said overage, in which case Customer shall be charged at the additional thousands rate stated in the Price Schedule.

14. Insurance

Quad/Graphics agrees to maintain, at its own expense, a comprehensive liability insurance policy insuring Quad/Graphics and adding Customer as an additional insured. Said insurance policy shall have at least a minimum coverage of one million dollars (\$1,000,000.00) per single occurrence. Furthermore, Quad/Graphics shall provide property insurance naming Customer loss payee, which shall insure against loss of Work, including interim Work or Work-in-process, paper, or other property or materials belonging to Customer, at replacement value, which may be in the possession of Quad/Graphics, subject to the terms, conditions, definitions, exclusions, limits and deductibles of such policies. Customer's recovery and Quad/Graphics' liability for loss or damage will be limited to the proceeds from Quad/Graphics' insurance. Quad/Graphics shall also, at its own expense, obtain and keep in force a policy of comprehensive workers' compensation insurance in accordance with the laws of the state(s) in which Quad/Graphics' employees are located at Quad Graphics' facility at which the Work is produced. All of said policies (other than workers' compensation insurance policies) shall extend coverage to Customer as its respective interest may

appear. Such policies shall not be cancelable or subject to material reduction in coverage except after ten days' written notice to Customer.

15. Title and Risk of Loss

Title and risk of loss to interim and finished Work shall pass to Customer upon delivery by Quad/Graphics or its subcontractor(s) to a common or contract carrier or to the U.S. Postal Service, F.O.B. Quad/Graphics' or its subcontractor's(s') shipping dock, as the case may be, regardless of whether the carrier is owned and/or operated by Quad/Graphics.

Quad/Graphics hereby disclaims any right, title or interest in and to (a) any and all Work hereunder, including interim or in process Work and finished Work, and (b) all patents, copyrights, trade secrets, and other proprietary rights in or based on the images, film/files, text, data, or similar ~~and~~ materials that the Customer provides to Quad/Graphics. However, the foregoing shall not be construed to limit the lien granted to Quad/Graphics by Section 6 of this Agreement, or Quad/Graphics' ability to enforce said lien.

All mechanicals, paper, film, plates, etc., not supplied by Customer but used to perform the Work hereunder shall be and remain the exclusive property of Quad/Graphics unless otherwise agreed in writing.

Quad/Graphics agrees that it shall acquire no right, title or interest in the name, trademarks, logos, service marks, or other proprietary property of Customer except such as may be authorized pursuant to the performance of the Work under this Agreement. Should any court issue a judgment holding that Quad/Graphics has acquired any right, title or interest in any of the above-named proprietary property of Customer, except as provided in this Agreement, Quad/Graphics hereby agrees to immediately convey the same to Customer, and further agrees that the promises contained in this Agreement are good and sufficient consideration for such conveyance.

16. Bankruptcy

If either party hereto shall be adjudicated bankrupt, or an order appointing a receiver for a substantial part of its assets or business shall be made, or any order shall be made approving a petition or answer seeking its reorganization under any applicable bankruptcy law, or it shall make any assignment for the benefit of creditors then, in any such event, the other party to this Agreement shall have the option to immediately terminate this Agreement by giving written notice of its intention to do so. Any termination of this Agreement made pursuant to the provisions of this section shall not relieve either party from any accrued obligations hereunder due or owing at the date of such termination.

17. Storage

A. Final Files (as herein defined) will be stored without charge for a period of thirty (30) days from the time of last use unless otherwise specified (i.e. ARM clients). For purposes of this Agreement, Final Files refers to the file format used to create plate(s)

and/or cylinder(s). Intermediate digital data will be deleted as production is completed or as dictated by archiving agreements and pricing. Intermediate digital data is defined as Customer-supplied files that are used to create Final Files; Intermediate digital data includes, but is not limited to, Quark documents, Illustrator files, Fonts, EPS, Tiffs, PDF's, and LW/CT.

B. Unless otherwise directed, finished Work produced by Quad/Graphics, in an amount not to exceed 15,000 copies, will be stored without charge for up to six months after date of receipt into Quad/Graphics' inventory. Inserts and other semifinished Work will be stored without charge for up to sixty (60) days after date of receipt into Quad/Graphics' inventory, provided, however, that Quad/Graphics will store annual election ballots without charge for a period of 120 days after the date of the annual membership meeting of the Customer. During such respective storage periods, Quad/Graphics will request disposition instructions from Customer. At Customer's option, upon expiration of the applicable storage period, finished and semi-finished Work will be either (a) destroyed, (b) shipped at Customer's expense to a storage and/or warehousing facility designated by Customer, or (c) stored at Quad/Graphics at Quad/Graphics' prevailing storage rates. If Quad/Graphics does not receive written instructions from Customer, Quad/Graphics shall continue to hold the aforementioned materials in storage at Quad/Graphics' rates as listed in Schedule C-1.

C. On an ongoing basis Quad/Graphics will store up to 2,300,000 pounds of Customer-furnished paper without charge. Paper storage will be reviewed as of the last day of each month and paper in excess of 2,300,000 pounds will be charged for storage at the rate as listed in schedule C-1. Quad/Graphics reserves the right to review the storage allowance after eight (8) issues and to propose to Customer a change to the storage allowance based upon that review.

18. Performance

Quad/Graphics represents that the Work will be produced with good workmanship in accordance with the terms of this Agreement and standards acceptable in the printing industry, but no other express or implied warranty, including fitness for a particular purpose and/or merchantability, is made with respect to the Work. Because of differences in equipment and processes, and reasonable manufacturing variances due to normal production operations which are established by trade customs generally accepted in the printing industry, delivery of Work which results in a reasonable variation in color between proofs and the completed job, or other similar manufacturing variances, which are reasonable under the generally accepted trade customs in the printing industry, shall constitute acceptable delivery.

19. Contingencies

A. Neither party shall be liable for delays in performance or failure of performance to the extent prevented or caused by force majeure events. Force majeure events are defined as acts of God, fires, floods, earthquakes, tornadoes, explosions, embargoes, wars, riots, acts of public enemy, terrorism or civil disobedience, governmental acts and regulations, inability to obtain materials, energy or carrier space, delays of carriers or

suppliers, provided any such event is beyond the reasonable control of the affected party. In the event of a force majeure event, the party claiming such event shall give reasonable notice to the other party. Quad/Graphics shall use commercially reasonable efforts to move the Work or any part thereof to one or more of Quad/Graphics' other plants due to a force majeure event. Customer shall have the right to place any part of the Work hereunder with another printer for the duration of the period that Quad/Graphics does not move such Work in accordance with the preceding sentence. If Quad/Graphics cannot fully resume the Work at any of its plants within sixty (60) days, then Customer shall have the right to terminate this Agreement immediately upon written notice.

B. In the event that Customer places any part of the Work with another printer in accordance with Paragraph (A), above, Customer shall have the right, provided no amounts due by Customer to Quad/Graphics are past due, to remove from Quad/Graphics plant any and all proofs, film, and other materials required by the other printer to complete the Work. In the event that Customer terminates this Agreement in accordance with the preceding paragraph, Customer will have the right to remove from Quad/Graphics' plant any and all Work (whether or not completed), proofs, film and other materials upon payment to Quad/Graphics for all Work and materials furnished or ordered by Quad/Graphics as of the date of the Customer's written notice to Quad/Graphics.

20. Indemnity by Quad/Graphics

A. Quad/Graphics hereby agrees to indemnify, defend and hold harmless Customer, its directors, officers, agents, servants and employees, from and against any and all losses, damages, costs (including reasonable attorneys' fees and all court costs), liabilities, claims, causes of action, or judgments (collectively, "Claims") (but not consequential damages other than consequential damages finally awarded to a third party hereunder) that Customer may suffer or incur in the event of a Claim made against Customer by any person, firm, corporation or other entity, not due to the sole negligence of Customer, to the extent arising from or as a result of any negligent act or omission of Quad/Graphics in performing hereunder, provided, however, that Quad/Graphics will not be liable to Customer for Claims for which Customer has agreed to indemnify Quad/Graphics pursuant to Section 12.

B. Quad/Graphics shall defend, at its sole cost and expense, all Claims subject to paragraph (A) with attorneys reasonably acceptable to Customer. In all events, Customer shall have the right to participate in the defense of any such Claims through counsel of its own choosing and at its own expense.

21. Remedy; Limitation of Liability

A. EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS HEREUNDER, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES.

B. Freight claims or claims for defective, damaged or undelivered goods against any carrier for transportation of such goods must be made by Customer against the carrier,

but Quad/Graphics will assist Customer in Customer's pursuit of any such claim.

C. All claims for a breach of the representations contained in Section 18 must be made by Customer in writing within forty-five (45) days after Quad/Graphics' shipment of the affected Work. Failure to make such a claim within such period shall constitute an irrevocable acceptance of such goods and an admission that the affected Work fully complies with all of the terms and conditions of this Agreement.

D. In the event of a material breach of Section 18 by Quad/Graphics, Customer and Quad/Graphics will negotiate in good faith to reach a mutual agreement on a commercially reasonable sales credit or other reasonable remedy taking into account the nature of the breach and other relevant factors. Quad/Graphics' liability for a breach of Section 18 shall be limited to: Quad/Graphics' price to Customer for printing; and, if Quad/Graphics supplied the paper, Quad/Graphics' price to Customer for the paper, or, if Customer supplied the paper, Customer's replacement price for the paper, for the page(s) or fraction thereof involved; or Quad/Graphics' and Customer's mutual agreement for replacing the defective materials. This provision states the sole liability of Quad/Graphics and the sole remedy of Customer in the event of a breach of Section 18. The payment by Quad/Graphics of the sales credit or other remedy will cure the related breach.

E. Notwithstanding any other provision of this Agreement to the contrary, except with respect to indemnification obligations, the liability of Quad/Graphics arising out of or related to this Agreement, whether due to Quad/Graphics' negligence, breach of contract, breach of warranty (other than those contained in Section 18) or any other claim at law or equity, will not exceed Quad/Graphics' invoiced price allocable to the specific portion of the Work that gives rise to liability.

22. Notices

All notices required or permitted under this Agreement will be in writing and must be delivered by certified or registered mail, return receipt requested, by overnight carrier, by electronic mail or by facsimile transmission addressed to either party at its address set forth below or to such other address, electronic mail address or facsimile number as may be directed in writing by the party in question from time to time.

23. Confidentiality

A. Quad/Graphics shall not disclose, directly or indirectly, to any third party any of Customer's subscriber lists (including lists or tapes of subscribers and any listing or compilation of subscribers provided to Quad/Graphics), membership data, any materials or information relating thereto, or any other non-public data, materials or information concerning Customer's business coming to the knowledge of Quad/Graphics, supplied to Quad/Graphics by Customer, or otherwise made known to Quad/Graphics as a result of Quad/Graphics' performance of the Work (hereinafter, collectively, referred to as the "Confidential Information"), without the prior express written permission of Customer. Confidential Information shall not include information that (I) is publicly available or becomes publicly available other than as a result of any act or omission of Quad/Graphics

or its agents, employees or contractors; (ii) was in the possession of Quad/Graphics prior to disclosure by Customer, provided that Quad/Graphics received such information on a non-confidential basis from a source that had the legal right to make such disclosure; or (iii) is legally disclosed to Quad/Graphics by a third party that owes no obligation of confidentiality to Customer.

B. Quad/Graphics may use Confidential Information only for the limited purpose of performing the Work. Quad/Graphics may disclose such Confidential Information to Quad/Graphics' employees but only on a need-to-know basis and only to the extent necessary to perform the Work. Quad/Graphics warrants and agrees to prevent disclosure of Confidential Information by its employees, agents, successors, assigns and subcontractors. Quad/Graphics, its employees, officers, directors, contractors and agents shall comply with any and all commercially reasonable security arrangements imposed by Customer respecting access to Confidential Information.

C. Quad/Graphics may disclose Confidential Information that is required to be disclosed by law, provided that Quad/Graphics gives the Customer notice of such legally required disclosure promptly after becoming aware of such requirement and cooperates with Customer in taking steps to protect the confidentiality of such information.

D. Quad/Graphics acknowledges Customer's exclusive right, title and interest in the Confidential Information, and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of such right, title or interest.

E. Quad/Graphics shall cease and desist from any and all use of the Confidential Information, and Quad/Graphics shall promptly return to Customer, in a manner satisfactory to Customer, any and all Confidential Information, upon request by Customer.

24. Right to Terminate

A. If either party commits a material breach of any material term, covenant or promise in this agreement, then the other party may give written notice of said breach to the first party. If the first party does not cure said breach within thirty (30) days, then the second party may, at its discretion, terminate this Agreement immediately upon written notice. However, Customer's good-faith dispute of any invoice shall not be grounds for termination.

B. This agreement may be terminated by either party if Customer should permanently (for the Term hereof and six (6) months thereafter) discontinue the Publications specified in Schedule A.

C. Upon the expiration or termination of this Agreement:

1. Quad/Graphics shall immediately return to the Customer to such place and in such manner as Customer may specify, any and all Confidential Information,

maintained by Quad/Graphics relating to or arising from the Work that is the subject of this Agreement, and any and all of Customer's other property, materials, documents, confidential information, etc., that may be in Quad/Graphics' possession.

2. Customer shall pay all amounts due to Quad/Graphics that Customer does not, in good faith, contest or claim a setoff against, within thirty (30) days after the final invoice for Work and/or materials has been received from Quad/Graphics.

D. The hold harmless and indemnification obligations and the confidentiality obligations provided for in this Agreement, shall survive any expiration or termination of this Agreement.

25. Discontinuing Publication

In the event a Publication is discontinued during the Term hereof, Customer shall notify Quad/Graphics not less than thirty (30) days prior to the date of proposed discontinuance and Customer's obligations to Quad/Graphics hereunder with respect to the Publication so discontinued shall cease, except to pay for: (1) Work-in-process up to the later of the date the notice is received or the date specified in the notice, (2) Work completed up to the later of the date the notice is received or the date specified in the notice but not billed, (3) materials (other than paper) ordered at Customer's direction before the later of the date the notice is received or the date specified in the notice and (4) paper ordered on Customer's behalf for which the last day to change the order with the applicable paper mill has passed prior to Quad/Graphics' receipt of Customer's notice, and except with respect to any provisions of this Agreement that explicitly survive its expiration or termination. Provided, however, that in the event of the discontinuance of a Publication, this Agreement shall terminate only with respect to the Publication discontinued, and Customer and Quad/Graphics shall have no further obligations as aforesaid only with respect to the discontinued Publication. As used herein, the term "discontinuance" shall be deemed to mean a total, permanent cessation (through the Term and any renewal of this Agreement and six (6) months thereafter only) by Customer, or any assignee, licensee, or corporate affiliate of Customer, of publishing the Publication. If Customer, or any assignee, licensee or corporate affiliate of Customer should thereafter resume publication of the Publication at any time during the Term of this Agreement (or any renewal hereof), Quad/Graphics shall have the right and obligation (subject to availability of equipment and materials) to print the Publication under all of the terms and conditions of this Agreement. For the purposes of this Agreement, the term "corporate affiliate" shall mean any other person or entity which, directly or indirectly, controls or is controlled by, or is under common control with, Customer.

26. Entire Agreement

Upon execution of this Agreement by both the parties it, as it may be amended from time to time, together with all schedules now and hereafter attached and made a part hereof, shall constitute the entire agreement between the parties and shall supersede all other written or oral communications, drafts and representations between the parties hereto

with respect to the subject matter of the Agreement including, without limitation, the Confidentiality Agreement between Quad/Graphics and Customer dated on or about May 23, 2005.

27. Amendment

This Agreement and the schedules made a part hereof will not be amended or altered in any manner unless such amendment or alteration is in writing and signed on behalf of the parties by their duly authorized representatives. All orders and instructions pursuant to this Agreement, and all changes thereto, shall be in writing and shall be delivered by one or more of the means provided in Section 22, above.

28. Choice of Law and Choice of Jurisdiction

A. This Agreement will be construed and the rights of the parties hereunder will be governed by the laws of the Commonwealth of Virginia.

B. All legal proceedings relating to the subject matter of this Agreement shall be maintained exclusively in the state or federal courts sitting within the City of Alexandria or the County of Fairfax, Commonwealth of Virginia, and the parties hereby consent and agree that jurisdiction and venue for such proceedings shall lie exclusively with such courts.

C. The parties waive personal service of any process and consent to service by certified mail, return receipt requested, directed to the parties at the addresses set forth on the final page of this Agreement. Such service in the case of Customer shall be addressed to the attention of its General Counsel. Service so made shall be deemed made three days after it has been mailed.

29. Assignment

The rights and obligations of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns; provided, however, that no party may assign, transfer or hypothecate any rights or obligations hereunder, in whole or in part, whether by sale of assets, operation of law or otherwise, without the prior written consent of the other party, which shall not be unreasonably withheld. If Quad/Graphics consents to an assignment by Customer, Quad/Graphics shall require that the assignee and Customer execute an assignment and assumption agreement that is satisfactory to Quad/Graphics.

30. Relationship of the Parties

A. Nothing in this Agreement or in the performance thereof shall be construed to create an employer-employee relationship, partnership, sales agency, dealership, joint venture or joint employer relationship between the Customer and Quad/Graphics or between Customer and any agent, servant, employee, contractor or subcontractor of Quad/Graphics. There is no relationship between the parties hereto except as provided for in this Agreement. Except as expressly set forth herein, with respect to the production of the Work, nothing shall be construed as to authorize either party to obligate the other in any manner.

B. Quad/Graphics has no authority to enter into any contracts on Customer's behalf nor to pledge, bind or obligate Customer in any manner or for any purpose to any third party.

C. Quad/Graphics shall pay all costs and expenses in conducting its own business and in undertaking any of the Work, services, or activities contemplated under or related to this Agreement, except as otherwise set forth in this Agreement including the Price Schedule attached hereto.

D. No individual whose compensation for services is paid by Quad/Graphics is in any way, directly, indirectly, expressly, or by implication, employed by Customer. Nor shall any of them be deemed to be employed by Customer for the purpose of any federal, state, or local law, regulation, or ordinance whatsoever, including, but not limited to any tax or withholding of contributions levied by the Social Security Act or any state law with respect to employment, unemployment, disability or compensation for employment. Quad/Graphics accepts exclusive liability for any payroll taxes, income taxes, withholdings, or contributions imposed by the federal Social Security act or any state law with respect to Quad/Graphics or any individual whose services are paid for by Quad/Graphics.

E. Except as otherwise provided for in this Agreement, and other than taxes levied solely upon the net income of Customer, Customer shall not be responsible for the payment of any taxes, fees or charges now or hereinafter imposed by any public authorities with respect to the Work, services and/or any of the activities related to the Work or this Agreement. Quad/Graphics shall make all reports required by any public authorities with respect to the Work, services and/or any of the activities related to the Work or this Agreement.

31. Non-Exclusive

It is expressly understood and agreed that, other than the Work described in Schedule A for the Term of this Agreement, this Agreement is non-exclusive and Customer may enter into agreements with other parties for the same or similar services for other publications or work.

32. Survival of Certain Matters

Any matter arising under this Agreement that creates a right of action in either party against the other party, or the enforcement of any obligation or undertaking by one party against the other, shall survive any expiration or termination of this Agreement.

33. Copier Leasing

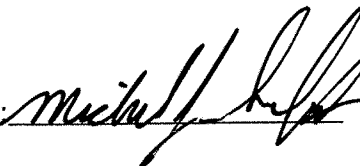
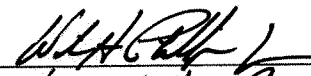
Quad/Graphics agrees to, during the Term of this Agreement, lease on behalf of Customer two high quality color copiers which will be used to produce color proofs for the Work hereunder, up to a maximum of 5,000 copies per copier per month. Any copies in excess of 5,000 per copier per month shall be billed to Customer by Quad/Graphics, at a rate not to exceed 9.9 cents (\$0.099) per copy. In the event that one or more such

copiers needs to be replaced during the Term of this Agreement, Quad/Graphics shall lease a replacement copier, capable of producing color proofs of equal quality, to be used for the Work. Customer shall be responsible for any damage to such copiers while in Customer's possession.

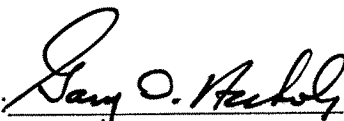
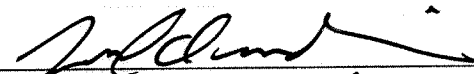
[THIS SPACE INTENTIONALLY LEFT BLANK; EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their respective duly authorized representatives as of the following date and year, effective on the date previously set forth in this Agreement.

National Rifle Association of America
11250 Waples Mill Road
Fairfax, Virginia 22030

Witness:  By 
Name WILSON H. PHILLIPS JR
Title TREASURER & CFO
Dated: 11/29/2005 2005

Quad/Graphics, Inc.
N63W23075 Highway 74
Sussex, Wisconsin 53089

Witness:  By 
Name Joel Quadracci
Title PRESIDENT + COO
Dated: 11/29/2005 2005

National Rifle Association – Quad/Graphics, Inc.

Integrated Services Agreement

SCHEDULE A – Description of Work



National Rifle Association

America's First Freedom Job Specifications

Trim Size: 7-5/8" x 10-1/2"

Frequency: Monthly

Pages: Page count: 64-80 pages 4/C full bleed
Covers are 4 pages

Quantity: 450,000

Prepress: Customer supplied files - Kodak and Epson proofs
Please refer to Price List for a detailed cost for supplied Native Application, Indesign files and PDF files.

Paper: Customer supplied paper:
Cover- 80#
Text- 40#

Press: Offset: Four colors throughout

Ink: All inks meet SWOP standards

Binding: All pages gathered in the proper sequence and saddle wire bound

Inserts: Customer supplied

Addressing: All books to be *inkjet* addressed and mailed as Non-Profit Periodical mail
Inside inkjet messaging is available. Availability of 16 different locations with 128 lines of inkjet.

Location: The Rock, Georgia

National Rifle Association

American Hunter Job Specifications

Trim Size: 7-5/8" x 10-1/2"

Frequency: Monthly

Pages: Page count: 84-120 pages 4/C full bleed
Covers are 4 pages

Quantity: 1,000,000

Preress: Customer supplied files - Kodak and Epson proofs
Please refer to Price List for a detailed cost for supplied Native Application, InDesign files and PDF files.

Paper: Customer supplied paper:
Cover- 80#
Text- 40#

Press: Offset: Four colors throughout

Ink: All inks meet SWOP standards

Binding: All pages gathered in the proper sequence and saddle wire bound

Inserts: Customer supplied

Addressing: All books to be *inkjet* addressed and mailed as Non-Profit Periodical mail
Inside inkjet messaging is available. Availability of 16 different locations with 128 lines of inkjet.

Location: The Rock, Georgia

National Rifle Association

American Rifleman Job Specifications

Trim Size: 7-5/8" x 10-1/2"

Frequency: Monthly

Pages: Page count: 84-120 pages 4/C full bleed
Covers are 4 pages

Quantity: 1,400,000

Preress: Customer supplied files - Kodak and Epson proofs
Please refer to Price List for a detailed cost for supplied Native Application, Indesign files and PDF files.

Paper: Customer supplied paper:
Cover- 80#
Text- 40#

Press: Offset: Four colors throughout

Ink: All inks meet SWOP standards

Binding: All pages gathered in the proper sequence and saddle wire bound

Inserts: Customer supplied

Addressing: All books to be *inkjet* addressed and mailed as Non-Profit Periodical mail
Inside inkjet messaging is available. Availability of 16 different locations with 128 lines of inkjet.

Location: The Rock, Georgia

National Rifle Association

Woman's Outlook Job Specifications

Trim Size: 7-5/8" x 10-1/2"

Frequency: Monthly

Pages: Page count: 64-72 pages 4/C full bleed
Covers are 4 pages

Quantity: 54,000

Prepress: Customer supplied files - Kodak and Epson proofs
Please refer to Price List for a detailed cost for supplied Native Application, Indesign files, and PDF files.

Paper: Customer supplied paper:
Cover- 80#
Text- 40#

Press: Offset: Four colors throughout

Ink: All inks meet SWOP standards

Binding: All pages gathered in the proper sequence and saddle wire bound

Inserts: Customer supplied

Addressing: All books to be *inkjet* addressed and mailed as Non-Profit Periodical mail
Inside inkjet messaging is available. Availability of 16 different locations with 128 lines of inkjet.

Location: The Rock, Georgia

National Rifle Association – Quad/Graphics, Inc.

Integrated Services Agreement

SCHEDULE B – Preparatory Price Schedule



National Rifle Association

Preparatory Estimate

Pricing

Base 4/c page includes processing of supplied Vector PDF file, output of one continuous tone proof and DBL for page approval.

BASE PAGE PRICE - Continuous Tone Proofs

Process multiple colors (Native Application)	\$70.00	per page
Process multiple colors (PDF or Postscript)	\$55.00	per page
Process multiple colors (SmartCreate PDF)	\$50.00	per page

BASE PAGE PRICE - Kodak Approval Proofs

Process multiple colors (Native Application)	\$80.00	per page
Process multiple colors (PDF or Postscript)	\$65.00	per page
Process multiple colors (SmartCreate PDF)	\$60.00	per page

2 PAGE SPREAD PRICE - Continuous Tone Proofs

Process multiple colors (Native Application)	\$120.00	per page
Process multiple colors (PDF or Postscript)	\$95.00	per page
Process multiple colors (SmartCreate PDF)	\$90.00	per page

2 PAGE SPREAD PRICE - Kodak Approval Proofs

Process multiple colors (Native Application)	\$140.00	per page
Process multiple colors (PDF or Postscript)	\$120.00	per page
Process multiple colors (SmartCreate PDF)	\$115.00	per page

Preparatory Estimate (continued)

Price List

SEPARATION AND CONVERSION

274	Color separation - Includes 1 Random Proof	\$50.00	per image
372	Convert image - Includes 1 Random Proof	\$35.00	per image

SILQUETTING

405	Partial or simple silhouette	\$20.00	
406	Regular silhouette	\$40.00	
409	Complex silhouette	\$125.00	per hour*

DROP SHADOWS (1/C) cost of outline plus..

337	Create 1/C drop shadow	\$25.00	
338	Create complex drop shadow	\$125.00	per hour*

FILE MANAGEMENT

411	Retrieve page or image	\$10.00	
426	Archive image	\$10.00	per image
046	Place image	\$5.00	per image
453	Download	\$250.00	per issue

DESKTOP PAGE PROCESSING

132	Process multiple colors (Native Application)	\$55.00	per page
132	Process multiple colors (PDF or Postscript)	\$45.00	per page
132	Process multiple colors (SmartCreate PDF)	\$40.00	per page
133	Process single color	\$15.00	per page

ELECTRONIC SYSTEM

496	Electronic system time	\$125.00	per hour*
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PROOFING

221	Color position proof	\$5.00	per page
078	Continuous tone proof	\$25.00	per page
215	Kodak Approval	\$50.00	per page

* this per hour rate is based in 1/4 hour increments.

National Rifle Association – Quad/Graphics, Inc.

Integrated Services Agreement

SCHEDULE C-1 – Manufacturing Price Schedule
and Paper Requirements



NATIONAL RIFLE ASSOCIATION

7 5/8" x 10 1/2" Book Size

OFFSET PRESSWORK

(2 x 4) Press Format Cover Forms

- 4 Page 4/color (as 4's)
 4 Page 5/color (as 4's)
 Plate change / Press stop, each
 6 Page gatefold 4/color (as 6's)
 6 Page gatefold 5/color (as 6's)
 Plate change / Press stop, each

(2 x 4) Press Format Cover Forms

- 4 Page 4/color (as 4's)
 4 Page 5/color (as 4's)
 Plate change / Press stop, each
 6 Page gatefold 4/color (as 6's)
 6 Page gatefold 5/color (as 6's)
 Plate change / Press stop, each

(2 x 4) Press Format Body Forms

- 4 Page 4/color (as 4's)
 4 Page 5/color (as 4's)
 8 Page 4/color (as 8's)
 8 Page 4/color (as 8's)
 8 Page 5/color (as 8's)
 16 Page 4/color (as 8's)
 16 Page 4/color (as 16's)
 16 Page 4/color (as 8's)
 16 Page 5/color (as 8's)
 32 Page 4/color (as 16's)
 Plate change / Press stop, each
 Plate change / Press stop, each

Presswork Rates**80# Basis Weight Requirements**

Makeready	Run per M	Makeready	Run per M	Roll Size
\$1,340.00	\$3.50	814#	31.26#	31.750"
\$1,600.00	\$3.75	1,047#	31.40#	31.750"
\$130.00		87#		31.750"
\$1,940.00	\$8.00	742#	44.71#	22.500"
\$2,300.00	\$8.50	907#	44.92#	22.500"
\$130.00		62#		22.500"

Presswork Rates**100# Basis Weight Requirements**

Makeready	Run per M	Makeready	Run per M	Roll Size
\$1,340.00	\$3.50	1,064#	40.87#	31.750"
\$1,600.00	\$3.75	1,369#	41.06#	31.750"
\$130.00		114#		31.750"
\$1,940.00	\$8.00	970#	58.46#	22.500"
\$2,300.00	\$8.50	1,185#	58.73#	22.500"
\$130.00		81#		22.500"

Presswork Rates**38# Basis Weight Requirements**

Makeready	Run per M	Makeready	Run per M	Roll Size
\$1,340.00	\$3.50	387#	14.81#	31.750"
\$1,600.00	\$3.75	497#	14.92#	31.750"
\$1,240.00	\$6.50	382#	29.28#	31.375"
\$2,200.00	\$3.50	764#	29.28#	31.375"
\$1,500.00	\$7.00	491#	29.48#	31.375"
\$1,240.00	\$13.00	382#	58.55#	31.375"
\$2,100.00	\$6.50	764#	58.55#	31.375"
\$2,200.00	\$7.00	764#	58.55#	31.375"
\$1,500.00	\$14.00	491#	58.96#	31.375"
\$2,100.00	\$13.00	764#	117.10#	31.375"
\$130.00		41#		31.375"
\$130.00		41#		31.750"

NATIONAL RIFLE ASSOCIATION

7 5/8" x 10 1/2" Book Size

(2 x 6) Press Format Body Forms

- 12 Page 4/color (as 12's)
 24 Page 4/color (as 24's)
 24 Page 4/color (as 8's + 16's)
 48 Page 4/color (as 24's)
 48 Page 4/color (as 8's + 16's)
 Plate change / Press stop, each

Presswork Rates

Makeready	Run per M	Makeready	Run per M	Roll Size
\$3,600.00	\$4.00	1,132#	43.35#	47.000"
\$3,400.00	\$7.50	1,132#	86.70#	47.000"
\$3,600.00	\$8.00	1,132#	86.70#	47.000"
\$3,400.00	\$15.00	1,132#	173.40#	47.000"
\$3,600.00	\$16.00	1,132#	173.40#	47.000"
\$175.00		61#		47.000"

38# Basis Weight Requirements

(2 x 8) Press Format Body Forms

- 8 Page 4/color (as 8's)
 16 Page 4/color (as 16's)
 16 Page 4/color (as 8's)
 32 Page 4/color (as 32's)
 32 Page 4/color (as 16's)
 32 Page 4/color (as 8's)
 64 Page 4/color (as 32's)
 64 Page 4/color (as 16's)
 Plate change / Press stop, each

Presswork Rates

Makeready	Run per M	Makeready	Run per M	Roll Size
\$2,200.00	\$3.00	1,505#	28.82#	62.500"
\$2,100.00	\$5.50	1,505#	57.65#	62.500"
\$2,200.00	\$6.00	1,505#	57.65#	62.500"
\$2,000.00	\$10.50	1,505#	115.29#	62.500"
\$2,100.00	\$11.00	1,505#	115.29#	62.500"
\$2,200.00	\$12.00	1,505#	115.29#	62.500"
\$4,000.00	\$21.00	1,505#	230.59#	62.500"
\$4,200.00	\$22.00	1,505#	230.59#	62.500"
\$200.00		81#		62.500"

38# Basis Weight Requirements

PRESS PREMIUMS

- Press paste (per glue line required)
 Edge slitting
 Holding time, per hour
 Holding time, per hour (2 x 6 format press)
 Holding time, per hour (2 x 8 format press)

Makeready Run per M Rate each

\$250.00	\$0.50	
\$250.00	\$1.50	
		\$585.00
		\$750.00
		\$830.00

OFFSET INK

- 1 Color black, per page, per M
 1 Color process color, per page, per M
 4 Color black plus process colors, per page, per M
 1 PMS color, per page, per M
 1 Metallic, per page, per M (less than 20%)
 1 Gloss varnish, per page, per M

Coated
stock

\$0.044
\$0.052
\$0.200
\$0.160
\$0.480
\$0.560

SCA / Offset
stock

\$0.048
\$0.057
\$0.220
\$0.176

COVER COATING

- Cover coating UV (full web) page 1 & 4
 Cover coating UV (full web) one side of gate

Presswork Rates

Makeready	Run per M	Makeready	Run per M	Roll Size
\$250.00	\$10.00	304#	.38#	31.750"
\$250.00	\$15.00	216#	.54#	22.500"

100# Basis Weight Requirements

NATIONAL RIFLE ASSOCIATION

7 5/8" x 10 1/2" Book Size

SADDLE STITCHING (1,500,000 books per stitcher makeready)

- Base binder (signatures / inserts additional)
- 4 page signatures / inserts
- 6 page signatures / inserts
- 8 page signatures / inserts
- 12 page signatures / inserts
- 16 page signatures / inserts
- 24 page signatures / inserts
- 32 page signatures / inserts

Makeready	Run per M
\$250.00	\$8.00
\$35.00	\$1.50
\$35.00	\$1.50
\$35.00	\$1.00
\$35.00	\$1.00
\$35.00	\$1.00
\$35.00	\$1.50
\$35.00	\$1.75

SADDLE STITCHING PREMIUMS

- Pocket changes
- Blow-in cards (standard size)
- Bind-in cards (standard size)
- Reverse pocket insertion
- 6 page gatefold cover
- Demographic insertion
- Printer pocket feeder
- Pre-trim inserts, as required
- Code only ink jet unit
- Apply supplied dot whack
- Handwork, per hour
- Handle supplied inserts / cards

Makeready	Run per M	Rate each
		\$35.00
\$35.00	\$1.00	
\$35.00	\$1.00	
\$300.00	\$3.00	
\$200.00	\$3.00	
\$200.00	\$3.00	
\$100.00	\$2.00	
\$75.00	\$2.50	
\$300.00	\$6.00	
\$150.00	\$3.00	
		\$50.00
	\$0.30	

SADDLE STITCHING MULTI-BINDING PREMIUMS

- Up to 20 pockets
- 21 to 24 pockets
- 25 to 28 pockets
- 29 to 32 pockets
- 33 to 36 pockets
- 37 to 40 pockets

Makeready	Run per M	Rate each
	\$1.00	
	\$2.00	
	\$3.00	
	\$4.00	
	\$5.00	
	\$6.00	

All rates apply to the co-binding of different titles and will be invoiced in addition to demographic rates listed above.

NATIONAL RIFLE ASSOCIATION

7 5/8" x 10 1/2" Book Size

PERFECT BINDING (1,500,000 books per binder makeready)

- Base binder (signatures / inserts additional)
- 4 page signatures / inserts (minimum 45# stock)
- 6 page signatures / inserts
- 8 page signatures / inserts
- 12 page signatures / inserts
- 16 page signatures / inserts
- 24 page signatures / inserts
- 32 page signatures / inserts

Makeready	Run per M
\$600.00	\$20.00
\$50.00	\$2.00
\$50.00	\$1.50
\$50.00	\$1.50
\$50.00	\$1.50
\$50.00	\$1.50
\$50.00	\$2.00
\$50.00	\$2.25

PERFECT BINDING PREMIUMS

- Pocket changes
- Blow-in cards (standard size)
- Bind-in cards (standard size)
- Reverse pocket insertion
- 6 page gatefold cover
- Demographic insertion
- Printer pocket feeder
- Pre-trim inserts, as required
- Code only ink jet unit
- Apply supplied dot whack
- Handwork, per hour
- Handle supplied inserts / cards

Makeready	Run per M	Rate each
		\$50.00
\$50.00	\$2.00	
\$50.00	\$2.00	
\$300.00	\$3.00	
\$200.00	\$3.00	
\$200.00	\$3.00	
\$100.00	\$2.00	
\$75.00	\$2.50	
\$300.00	\$6.00	
\$150.00	\$3.00	
		\$50.00
	\$0.30	

PERFECT BINDING MULTI-BINDING PREMIUMS

- Up to 20 pockets
- 21 to 24 pockets
- 25 to 28 pockets
- 29 to 32 pockets
- 33 to 36 pockets
- 37 to 40 pockets

Makeready	Run per M	Rate each
	\$1.00	
	\$2.00	
	\$3.00	
	\$4.00	
	\$5.00	
	\$6.00	

All rates apply to the co-binding of different titles and will be invoiced in addition to demographic rates listed above.

NATIONAL RIFLE ASSOCIATION

7 5/8" x 10 1/2" Book Size

IN-LINE MAILING

	Makeready	Run per M	Rate each
Address cover	\$300.00	\$9.00	
Portable ink jet unit, per unit	\$300.00	\$3.00	
List changes			\$50.00
Wide bar upcharge	\$500.00	\$8.00	
4th class mail premium (2 - 3 books per bundle)		\$75.00	
4th class mail premium (4 - 5 books per bundle)		\$40.00	
4th class mail premium (6 - 8 books per bundle)		\$25.00	
International mailing premium	\$300.00	\$10.00	
Magnetic tape processing (includes hygiene, presort & ink jet format)		\$2.15	

OFF-LINE MAILING

	Makeready	Run per M	Rate each
Backstarts setup	\$450.00	\$15.50	
List changes			\$50.00
Folders			\$0.85
Envelopes			\$0.35

POLYWRAPPING

	Makeready	Run per M	Rate each
Wrap host book in clear film	\$250.00	\$30.00	
Standard onsert	\$50.00	\$2.00	
Automatable poly film upcharge		\$8.50	
Printed poly film will be invoiced at cost +10%			
Maintain mail sortation	\$300.00	\$10.00	
Pocket changes			\$50.00

NEWSSTAND COSTS

	Makeready	Run per M	Rate each
Shrinkwrap in bundles		\$9.00	

PACKING

	Makeready	Run per M	Rate each
Bulk cartons			\$1.85
Order processing, per order			\$10.00
Bulk pack on skids			\$24.00
Bulk pack on skids with sleeves			\$30.00
Shrinkwrap in bundles		\$6.00	

STORAGE

	Makeready	Run per M	Rate each
Skid storage, per month after 60 days	\$18.00		
Roll paper storage, over allowance, per cwt			\$0.45



Company Name: NATIONAL RIFLE ASSOCIATION

Date: June 13, 2005

As an industry leader, Quad/Data Service understands data driven solutions that implement your marketing strategy. Understanding the importance of data integrity, integration and data compliance allows process efficiencies and optimization of cycle times.

*Based on 33 million annually

List Services	Price
Domestic Minimum *Applies when the total of all Q/DS services rendered does not equal the minimum	\$ 400.00/INVOICE
Media Load/Formatting *Please see Media Specification Sheets for media, formats & associated pricing.	*
Address Hygiene Includes: Address Std, Crrt coding, ZIP Correction, ZIP+4, DPBC, LOT & CASS. Additional Address Integrity services & pricing available upon request. (LOT,NCOA,DSF2,LACS, Data Analysis)	\$ 1.00/M
Presort - Standard Mail	\$ 0.75/M
Mail.dat *Quad/Graphics	N/C
Domestic Inkjet Format	\$ 0.40/M
Line of Travel	\$ 0.45/M
Merge Purge *Includes: DMA, Prison & Deceased Suppression upon request (Storage and restore of Multi-Buyers at No Charge)	\$ 1.75/M
De-Duping	\$ 0.75/M
Selects/Segmenting	\$ 0.10/M
Variable Coding (Keycoding OR Hard Coding OR Message Coding OR Version Coding)	\$ 0.30/M
Constant Coding (Version Coding OR Keycoding OR Hard Coding OR Message Coding)	\$ 0.10/M

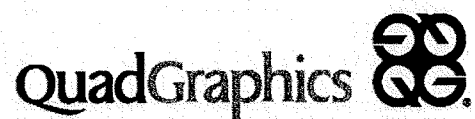
*The above pricing is for estimating purposes only and is subject to change upon receipt of files.

A price list not accepted within 90 days is subject to re quoting.

For additional information on services, options or pricing, please contact your Corporate Sales Representative or call Q/DS sales at 414-566-3300

National Rifle Association – Quad/Graphics, Inc.
Integrated Services Agreement

SCHEDULE C-2 – Distribution Agreement





**National Rifle Association
Integrated Services Agreement
Schedule C-2 – Distribution Agreement**

Mail Pool Drop Ship Rates

Customer will be assigned an entry point freight rate based upon each mail pool drop ship cycle loaded into Quad/Graphics' system.

Quad Graphics drop ship rate for bagged or trayed mail: \$6.15/cwt

Quad/Graphics newsstand ship rate: \$6.15/cwt

The above rates are for our pooled / consolidated drop ship program; in addition to the foregoing, there is a \$600 charge per mailstream. Drop shipments of mail outside of the normal schedule will be quoted a freight rate on an individual basis. If you should decide to withdraw from a mail pool cycle less than nine (9) days prior to the start ship date, then you will be billed for the greater of \$2,500 or the actual freight cost.

Fuel Surcharge

Fuel surcharges are passed along in accordance with the following. The surcharge will apply to all pool shipped product and will be adjusted weekly. The national diesel fuel average price is updated every Monday and can be obtained at: <http://www.eia.doe.gov>

<u>Fuel Price Per Gallon</u>	<u>Fuel Surcharge</u>
\$1.20 - \$1.29	1%
\$1.30 - \$1.39	2%
\$1.40 - \$1.49	3%
\$1.50 - \$1.59	4%
\$1.60 - \$1.69	5%
\$1.70 - \$1.79	6%
\$1.80 - \$1.89	7%
\$1.90 - \$1.99	8%
\$2.00 - \$2.09	9%
\$2.10 - \$2.19	10%
Greater than \$2.19	Additional one percentage point for every \$0.10 increase in Fuel Price Per Gallon

Entry Point Levels

Quad Graphics will drop ship mail to the levels available in our Standard List of Entry Points as of the date of this agreement.

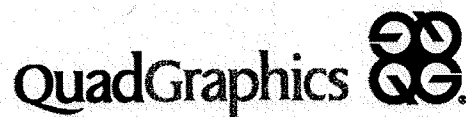
Third Party Distribution

Guidelines and surcharges for any type of third party shipping/distribution will be provided upon request.

National Rifle Association – Quad/Graphics, Inc.

Integrated Services Agreement

SCHEDULE C-3 – Guidelines for Third Party
Logistics Company or Carrier



**National Rifle Association
Integrated Services Agreement**

Schedule C-3 –Guidelines for Third Party Logistics Company or Carrier

To insure consistent, efficient and satisfactory distribution of product from all Quad/Graphics facilities, Quad/Graphics requires all clients follow the guidelines set forth below in the event a client should opt to contract with a third party logistics company or carrier (a company other than Quad/Graphics) to arrange the transportation of that client's product.

- A. Scheduled "Production Dates" published in a corporate schedule once a job has been booked for production at Quad/Graphics. Changes to the Production Dates should be requested by the client through the Quad Salesperson, or the Quad Customer Service Representative (CSR).
- B. Primary contact at Quad/Graphics for all mail distribution issues is the client's Post Press Service Representative (PSR).
Primary contact for all other distribution issues is the client's Customer Service Representative (CSR). All communications, correspondence and required documentation should go through these contact people.
- C. For FSI freight, (5) business days prior to the first scheduled production date on press, the DISTRIBUTION PLAN, designating the quantity by VERSION and DESTINATION is required.
- D. Three (3) business days prior to the first Scheduled Production Date, the client and the client's third party logistics company must deliver the following paperwork to Quad/Graphics:

FOR MAIL:

- 1. All mailing paperwork, and the load plan (showing each load and the containers that must be on that load) must be provided by the client, and the client's third party logistics company to Quad/Graphics, no later than the first scheduled production date. This date is on the Quad/Graphics corporate schedule and is also the date the inkjet files are due.
- 2. Bills of Lading
- 3. Estimated pick-up dates for each load (the date the load will be picked up from Quad)
- 4. USPS Confirmation numbers (if Quad is to create the 8125s)
- 5. All correspondence referenced in sections C and D should be in the form of Email. This is the preferred method of communication for all transportation matters between Quad/Graphics and the client's third party logistics company.
- 6. All scheduled pick-ups will be determined as "late" after their Scheduled Departure Date/Time.

*Any pick-up outside of this window may require that the carrier wait to be loaded during the **next available** time slot. Other loads scheduled to be loaded cannot be delayed for those that arrive outside their window. Additional charges may be applied depending on the effect of a change from the scheduled pick-up times.*

If the carrier is aware that they will not make their Scheduled Departure Date/Time, they should attempt to re-schedule their appointment prior to arriving at the facility.

FOR ALL OTHER TYPES OF FREIGHT:

1. All "load plans" for other product types should be given to the CSR, who will enter it into the Quad/Graphics system.
2. Bills of Lading
3. Estimated pick-up dates for each load (the date the load will be picked up from Quad)
4. All correspondence referenced in sections C and D should be in the form of Email. This is the preferred method of communication for all transportation matters between Quad/Graphics and the client's third party logistics company.

The **CSR will give each Logistics company the usernames** of the Quad/Graphics plant employees they need to correspond with.

5. All scheduled pick-ups will be determined as "late" after their Scheduled Departure Date/Time.

*Any pick-up outside of this window may require that the carrier wait to be loaded during the **next available** time slot. Other loads scheduled to be loaded cannot be delayed for those that arrive outside their window. Additional charges may be applied depending on the effect of a change from the scheduled pick-up times.*

If the carrier is aware that they will not make their Scheduled Departure Date/Time, they should attempt to re-schedule their appointment prior to arriving at the facility.

NOTE: The client and the client's third party logistics company must contact Quad/Graphics to re-schedule or change the final pick-up dates and times or any Load Plan adjustments, no later than one business day (24 hours) prior to the Scheduled Departure Date.

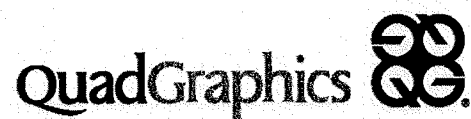
***The dates, times and Load Plan presented in sections C and D are firm and necessary for accurate and timely loading of the product. If changes occur after these final times, Quad/Graphics may apply additional charges due to increased production and administrative labor necessary to accommodate the changes. ***

- E. Quad/Graphics will not be a consolidator of multiple issues or titles for the logistics company. Requests for Routing changes to include more than one job will be denied.
- F. Any third-party logistics provider or carrier you contract with or hire must both (1) be federally licensed as such; and (2) have insurance coverage of the types and minimum amounts set forth in federal statutes and regulations.
- H. Quad/Graphics will not be liable for any loss caused by damage of goods or delay of shipment, or for a failure by client or client's third party logistics company to comply with these guidelines.
- I. Quad/Graphics will not be liable for any payments to be made to any third-party logistics provider or carrier with whom you contract or hire.
- J. Third-party logistics providers or carriers should be provided a copy of these guidelines prior to them providing any services.

National Rifle Association – Quad/Graphics, Inc.

Integrated Services Agreement

SCHEDULE D – Paper Specifications





**National Rifle Association
Integrated Services Agreement
Schedule D - Paper Specifications Schedule
Part I of II**

1. Quad/Graphics Furnished Paper

- A. Quad/Graphics will furnish the paper per Customer specifications in accordance with the price schedule. Paper prices are based on current published prices from mills and paper merchants. Delivery of paper is dependent upon the acceptance of the order by the mill. The final price will be that which prevails at the time of shipment from the mill, and the paper will be invoiced to the Customer at such final price plus two percent (2%).
- B. If Quad/Graphics-furnished paper is delivered on steel cores, then Quad/Graphics will be responsible for any expense incurred for their return to the mill.
- C. Quad/Graphics will use its best efforts to assure an adequate supply of paper, but Quad/Graphics cannot guarantee the availability or price of equivalent grade paper as its supply is dependent upon conditions of supply and demand in the paper industry.

2. Customer Furnished Paper

- A. Quad/Graphics will receive, handle and store paper as specified. Quad/Graphics will provide adequate storage space, a private railroad siding and truck platform to perform these services. Any excess amount of paper will be stored, subject to availability of on-site space. If on-site space is not available for the excess amount of paper, Quad/Graphics will assist Customer in arranging to store the paper at a public warehouse. Quad/Graphics assumes no liability for off-site storage of Customer's paper. All additional costs resulting from off-site storage, including but not limited to, demurrage, storage charges, extra loading, freight and drayage charges, additional in-plant transportation costs, additional transit damage and waste will be the responsibility of Customer. Paper in excess of amounts specified will be billed at prevailing storage rates.
- B. Quad/Graphics will provide a report of paper received for Customer's account within twenty-four (24) hours of its unloading. The report will list both gross received weight* and gross received weight less fiber cores (if any).
- C. Supplied paper received in a damaged condition as evidenced by gouges, crushed cores, and/or water damage will be reported to Customer upon discovery. Quad/Graphics will file a claim with the carrier and provide a copy of such claim and documentation to Customer; Customer is responsible for collecting such claim from the carrier.

* Reference definitions on page 4 of this schedule.



National Rifle Association
Integrated Services Agreement
Schedule D- Paper Specifications Schedule

- D. Mill defects in paper supplied by Customer will be reported to Customer on its monthly inventory report. Quad/Graphics will file a claim with the paper mill and provide a copy of such claim and documentation to Customer; Customer is responsible for collecting such claim from the paper mill.
- E. Quad/Graphics will maintain a record of all paper received, paper used and damaged paper. An inventory report reflecting paper receipt, usage, and damage figures will be submitted to Customer following each printing.
- F. If there is overconsumption, then Quad/Graphics will replace the overconsumed pounds in kind. There will be no annual reconciliation of consumption and Quad/Graphics will not share in the value of any net underconsumption.
- G. Any calculation of consumption of Customer-furnished paper will be adjusted for damaged, defective or otherwise nonconforming paper delivered. Customer will be responsible for the actual basis weight of the paper received and used. The paper requirements apply to the described paper and will be adjusted proportionately to reflect any changes in roll width or basis weight. The paper consumption allowances are based on the net received weight* of the paper supplied.

The paper requirements and production schedule submitted to you assume that Quad/Graphics will be receiving first-run paper that is backed by a guarantee of performance from the mill of manufacture; paper that is identified as being purchased on the secondary market, rather than the mill of manufacture, is considered to be seconds stock. Customer will be invoiced for any production down time or slowdowns resulting from the paper you furnish to us. Quad/Graphics will be responsible for paper consumption in excess of the required paper amounts, except for excess consumption of foreign, seconds or odd lot paper stocks.

- H. If Customer elects to furnish odd lot or seconds paper, then such paper must be suitable for use on high speed 4/color presses and all paper in a given shipment must originate from the same mill and have been produced from not more than two (2) mill runs. Excessive expense (lost time and materials) to Quad/Graphics, as a result of job lot or seconds paper, will be paid by Customer.
- I. Quad/Graphics will maintain an ongoing cycle inventory of Customer's paper. Upon reasonable advance notice from Customer, Quad/Graphics will conduct a physical inventory of Customer's paper and furnish reports to Customer. Customer has the right to audit said inventory and will be given access, if necessary, to conduct its own physical inventory.
- J. If the paper is supplied on iron cores, then those cores will remain the property of Customer. If not damaged so as to be unusable, then the cores will be loaded in cars and returned to the respective mills by Quad/Graphics at Customer's direction and expense.

* Reference definitions on the last page of Part I of this Schedule



National Rifle Association
Integrated Services Agreement
Schedule D- Paper Specifications Schedule

- K. All paper waste, both white and printed, whether bound or unbound, will become the property of Quad/Graphics.



National Rifle Association
Integrated Services Agreement
Schedule D- Paper Specifications Schedule

3. Definitions

- A. **Gross Received Weight:**
Includes all usable and unusable paper, core weight, wrappers and headers.
- B. **Net Received Weight:**
Gross received weight less the weight of the core.
- C. **Usable Paper:**
Net received weight less weight of paper damaged in transit.
- D. **Paper through Press:**
Usable paper less inner and outer strip waste, wrappers and headers.
- E. **Outer Strip Waste:**
White waste removed from the roll prior to running.
- F. **Inner Strip Waste:**
White waste left on the core after roll is run.
- G. **Basis Weight:**
The weight of 500 sheets, 25" x 38", of the specified paper. (500 sheets 24" x 36" if newsprint basis, 500 sheets 20" x 26" if "cover" basis.)
- H. **Basis Weight Variance:**
The difference between the actual basis weight of paper received and the specified basis weight.
- I. **Paper Requirements:**
Amount of paper required to produce press forms as specified on the Paper Requirements Schedule. These requirements are based on "Net Received Weight" and allow for normal strip waste and standard waste allowances required to print and bind the specified press forms.

Roll Paper Supplier Specifications

This document provides supplier specifications for roll paper received by Quad/Graphics, Inc.

Order Acknowledgments

For Paper Purchased by Quad/Graphics

- Acknowledgments on all orders should be faxed to (414-566-9418), or emailed to Paper.Acknowledgement@qg.com, no later than one business day after the buyer has placed the order. The following information should be included in detail:

- Quad PO#
- Mill Order #
- CWT price
- Mill location
- Grade name
- Basis weight (B25x38)
- Web width
- Diameter(s)
- Manufacture date
- Quantity
- Ship date
- Mode of transit
- Planned freight cost
- Core type and diameter
- Last date of change
- Allocation month
- Delivery window
- Quad Paper Purchasing will email the purchase order the same business day that the order is placed with the paper supplier.
- Purchase orders will indicate press type.

For Customer Supplied Paper

- Customer acknowledgments should be faxed to the individual Quad facilities. Fax numbers and plant contacts are listed at the end of these specifications. At a minimum, Quad prefers notification on:

- Customer Purchase Order
- Mill Order #
- Mill location
- Grade name
- Basis weight (B25x38)
- Web width
- Diameter(s)
- Manufacture date
- Total quantity ordered
- Ship date
- Press date
- Mode of transit
- Core type and diameter
- Delivery date

This information will help Quad plan for future warehousing space requirements and placement.

- For all offset rolls, it is imperative that the customer supplies press type information to the paper mill, i.e., M3000 (2x6), M3000 (2x8), M1000 (2x4), M110, MAN-Roland (4x6) etc. This will be used to determine the minimum and maximum outside diameters.

Quad/Graphics is in the process of implementing the papiNet Messaging Standards and will be requesting that all Order Acknowledgements, whether for Quad ordered paper or customer ordered paper, use the papiNet Order Acknowledgement message.

Paper Specifications (continued)**Roll Weights**

- Roll labels and manifests should list both gross, tare and net weights in pounds.
- Tare weight includes core and core plugs.
- All invoices should be based on net weights (i.e., gross weight less tare).

Roll Width

- The exact roll width size is required $\pm \frac{1}{32}$ ".

Roll Diameters

Press	Diameter				Max Weight
	Core	Min	Ideal	Max	
Offset					
Up to 26.5" (Custom)	3"	40"	50"	50"	90# / Linear Inch*
Over 26.5" and up to 38" (2x4)	3"	45"	50"	50"	90# / Linear Inch*
Over 38" and up to 57" (2x6)	3"	45"	50"	50"	5,000#
Over 57" and up to 72" (2x8)	3"	45"	50"	50"	8,200#
Gravure					
Lomira - up to 96"	3"	45"	50"	50"	7,000#
West Virginia/Oklahoma City					
Up to 96"	3"	45"	50"	50"	8,800#
Over 96" and up to 108"	6"	45"	50"	50"	10,100#

*For example: 30" Roll cannot exceed 2,700#; 38" roll cannot exceed 3,420#.

Paper Specifications (continued)**Over/Under Delivery Specifications**

- As of 2/1/2002, for Quad purchased paper, all over shipments on orders greater than 44,000 lbs. * will result in a rejection of the over shipped roll(s).

For orders between:	Tolerance
2,000 to 4,999 lbs.	+ or - 20%
5,000 to 9,999 lbs.	+ or - 10%
10,000 to 43,999 lbs.	+ or - 5%
* 44,000 lbs. or more	Not more than to the nearest roll under

* Once a shipment becomes greater than a truckload

Basis Weight Tolerance

- Overweight paper is not desirable. The target should be from nominal to .25 percent light. The average basis weight should be as close as possible to nominal basis weight.

For Quad Purchased Paper

- Quad will audit basis weight once per quarter on an aggregate basis.
 - If the average is overweight, Quad may debit the mill and provide documentation.
 - If the average is underweight, the mill will receive credit for the following quarter.
 - At the end of the calendar year, any mill credits will be zeroed out.
- Quad's basis weight variance calculation will be used in verifying average basis weights. Quad's calculations will supersede mill figures. Quad compares actual impressions to theoretical impressions based upon stated roll weight, basis weight and width of roll. If the actual impressions are less than the theoretical impressions that have been calculated, the paper is considered heavy.
- Quad reserves the right to hold the supplier responsible for individual orders.

Purchased Paper Claims**For Quad Purchased Papers**

- Notification of transit claims will be filed directly with the originating paper mill. In the cases where paper was shipped from another printer, claim documentation will be forwarded to the papers' owner. Resolution of the claim is then the responsibility of the owner.
- Notification of press claims will be filed directly with the paper supplier. Quad will provide evidence of damages.
- Claims are to be resolved within 21 calendar days from the file date. If no dispute arises and a claim remains unpaid on day 21, Quad/Graphics will debit the mill and reference the claim number.
- Disputed claims that remain unresolved after 21 calendar days will be forwarded to Quad/Graphics' Paper Purchasing department for resolution.
- No time limit exists for Quad discovering concealed water damage. We will do our best to report cases as they are discovered.

For Customer Supplied Paper

- Press production claims will be filed directly with the customer. Reimbursement from the paper supplier will be the Customer's responsibility.

Shipping Records

- In order to help ensure that paper is received in a timely manner, as it is shipped, or before, we ask that the paper mill send Quad/Graphics a copy of the shipment manifest by electronic transmission prepared and transmitted in accordance with the papiNet Delivery Message standard. Roll size and weight information should be specified in inches and pounds.

Paper Specifications (continued)**Transportation**

- Whether paper is shipped via rail or truck, the following equipment and loading requirements must be met for the paper to arrive in good condition. We expect adherence to the requirements, as they will minimize claims among other mutually beneficial outcomes.
- Quad/Graphics prefers shipments to arrive via railcar.

Rail Car Loading

- Quad/Graphics prefers railcars with 8 feet or wider doors and with cushioned underframe.
- Do not bilge load. Load all rolls on end, unless prior approval for loading patterns is given by the receiving department.
- Load rolls of paper using the guidelines prescribed in the Association of American Railroads Pamphlet 39, or other specific loading and bracing methods, which have received approval of the American Railroads Freight and Damage Prevention Division.

Truck Loading

- Container and truck/trailers are to have a minimum door opening of 92 inches.
- Paper is received at all Quad/Graphics facilities 24 hours per day, 7 days per week, and most holidays, by appointment only.
- Appointments for each plant are to be made 48 hours in advance Monday through Friday, 7:00 AM through 5:00 PM. Truckloads may be directed to other Quad facilities upon arrival.
- Quad/Graphics will not be responsible for reconsignment fees for distances of 10 miles or less.
- When calling for an appointment, the PURCHASE ORDER is required to ensure delivery to the correct facility, and to accommodate the delivery due date, based on receiving paper 24 hours a day, 7 days a week.

- When the carrier calls for an appointment, they will be given an appointment number. This number will be needed for off loading of roll stock, and will expedite unloading.

Delivery Timing

- Due dates for all deliveries will be noted on Quad/Graphics Purchase Orders, or to the customer on, customer-supplied paper. Deliveries are to be made seven days prior to press. However, deliveries arriving two days earlier (nine days prior to press) or two days later (five days prior to press) are acceptable. Deliveries which arrive five or more calendar days early may be subject to prevailing Handling/Storage charges.
- Deliveries will be considered late if paper has not arrived on or before the specified due date.
- Early delivery charges will not apply to orders less than 45,000 pounds.

Late Deliveries

- Late deliveries will be reviewed by our Purchasing department and paper mills on a case-by-case basis. Deliveries will be considered late if the paper mill fails to meet the mutually agreed upon delivery dates established by paper mill and communicated to our Purchasing department at the time the order was acknowledged.
- Deliveries may be refused if paper shipments are late and received after the job is off press, if no further identifiable use is found for the paper.

Core Specifications

- All cores are plain high strength fiber.
- Core type should be noted on EDI or packing slip.
- Core plugs are required on all rolls with a core wall thickness of less than 0.660 inches.
- If core wall thickness is greater than 0.660 inches, core plugs will not be required.
- No metal end caps or notches.

Paper Specifications (continued)

- Core width not to exceed paper width, and not less than $\frac{1}{16}$ inches less than paper width.
- Three inch ID cores are required on all rolls less than or equal to 97 inches.
- 6 inch ID cores required on all rolls greater than 97 inches.

Mill Splices

- No more than two mill splices per roll (any diameter).
- No more than 30 mill splices per 100 rolls.
- All mill splices must be clearly marked on roll label and clearly marked on end of roll.
- No mill splices should be within 2 inches of each other.
- No mill splices can be less than 2 inches from outside.
- No mill splices can be less than 5 inches from core.

Web Break Performance

- Allowance is three breaks per 10 million linear feet through the press.
- Quad may debit the following for all web breaks in excess of $\frac{3}{16}$ mm linear feet for offset presses and $\frac{15}{16}$ mm feet for gravure presses:

• Gravure:	\$1000
• M1000 (2x4):	\$550
• M3000 (2x6):	\$750
• M3000 (2x8):	\$900
• M110:	\$550
• Man Roland (2x6):	\$750
• Man Roland (4x6):	\$750

- Quad will provide all evidence claimed.
- Quad will make reasonable attempts to notify mill technical personnel as problems arise.

Roll Labels

- Quad/Graphics requires adherence to the IDEAlliance Guidelines for Paper Roll and Package Labeling Specifications as set forth in IDEAlliance Standard 132-1997, and the North American Roll Identifier IDEAlliance Standard-1995.

- There should be two labels (minimum) with all required information, attached to the roll wrapper by means of an adhesive backing. Each label should have the following information:

- 1) Grade name and type of paper.
- 2) Basis weight and roll width.
- 3) Gross weight, net and tare weight (Barcode preferred).
- 4) Mill name and mill order number (Barcode preferred).
- 5) Mill roll number (Barcode preferred).
- 6) Publisher name. When purchased by a merchant, the merchant is required to furnish the Publisher's name/order number to the mill.
- 7) Title and/or purchase order number.
- 8) Direction of unwind and felt or wire side out.
- 9) Core type & Outside diameter

- An additional third label may be placed on the topside of the roll.
- Quad/Graphics requests the number of mill splices stenciled on the roll label.
- Roll size and weight information should be in inches and pounds.

Roll Stenciling

- Roll Number Stencils must be on at least one end of the unwrapped roll, but we prefer that both ends be stenciled.
- The size of the stencil and location must be as close to the core as possible, and no more than 10 inches from the core as not to interfere with auto paster detectors.
- Please indicate the roll's unwind direction with an arrow on roll label.

Quad/Graphics Inc.

Sussex, Wis.

Plant Address: N63 W23075 Highway 74
Sussex, WI 53089

Ship To Address:

Truck: N63 W23075 Highway 74
Sussex, WI 53089
Deliveries to dock doors 1 to 6
Phone: (414) 566-2503
Fax: (414) 566-9558

Rail: Canadian National
N63 W23075 Highway 74
Sussex, WI 53089

Plant Contacts

Paper Warehousing: Phone: (414) 566-2503
Fax: (414) 566-9558

Electronic Transmissions: Phone: (414) 566-6000
Information Systems Department

Transportation Instructions

Sussex facility cannot receive short height containers - does not have the ability to unload shipment - inside height clearance must be at least 92 inches.

Rail Carrier

Canadian National

Delivery Information

Paper is received at Quad/Graphics-Sussex facility 24 hours per day, 7 days per week, and most holidays,
By Appointment Only.

Appointments for Sussex plant are to be made **48 hours in advance**, Monday through Friday, 7:00 AM through 5:00 PM, at (414) 566-2503. When the carrier calls for an appointment, they will be given an appointment number. This number will be needed for off loading of roll stock.

When calling for an appointment, the PURCHASE ORDER is required to ensure delivery to the correct facility, and to accommodate delivery due date, based on receiving paper 24 hours a day, 7 days a week.

Quad/Graphics Inc.

Pewaukee, Wis.

Plant Address: N224 W3322 Duplainville Road
Pewaukee, WI 53072

Ship To Address:

Truck: N224 W3322 Duplainville Road
Pewaukee, WI
Deliveries to dock doors 21 to 22
Phone: (414) 566-6272
Fax: (414) 566-6210

Rail: Canadian National
N224 W3322 Duplainville Road
Duplainville, WI 53072

Plant Contacts

Paper Warehousing: Phone: (414) 566-6272
Fax: (414) 566-6210

Electronic Transmissions: Phone: (414) 566-6000
Information Systems Department

Transportation Instructions

Pewaukee facility cannot receive short height containers - does not have the ability to unload shipment - inside height clearance must be at least 92 inches.

Rail Carrier

Canadian National

Delivery Information

Paper is received at Quad/Graphics-Pewaukee facility 24 hours per day, 7 days per week, and most holidays,
By Appointment Only.

Appointments for Pewaukee plant are to be made **48 hours in advance**, Monday through Friday, 7:00 AM through 5:00 PM, at (414) 566-6272. When the carrier calls for an appointment, they will be given an appointment number. This number will be needed for off loading of roll stock.

When calling for an appointment, the PURCHASE ORDER is required to ensure delivery to the correct facility, and to accommodate delivery due date, based on receiving paper 24 hours a day, 7 days a week.

Quad/Graphics Inc.

West Allis, Wis.

Plant Address: 555 South 108th Street
West Allis, WI 53214

Ship To Address:

Truck: 555 South 108th Street
West Allis, WI 53214
Deliveries to dock doors 26, 27 and 28
Phone: (414) 566-3192
Fax: (414) 566-9320

Rail: None

Plant Contacts

Paper Warehousing: Phone: (414) 566-3192
Fax: (414) 566-9320

Electronic Transmissions: Phone: (414) 566-6000
Information Systems Department

Transportation Instructions

West Allis facility cannot receive short height containers - does not have the ability to unload shipment - inside height clearance must be at least 92 inches.

Rail Carrier

Not rail accessible

Delivery Information

Paper is received at Quad/Graphics-West Allis facility 24 hours per day, 7 days per week, and most holidays,
By Appointment Only.

Appointments for West Allis plant are to be made **48 hours in advance**, Monday through Friday, 7:00 AM through 5:00 PM, at (414) 566-3192. When the carrier calls for an appointment, they will be given an appointment number. This number will be needed for off loading of roll stock.

When calling for an appointment, the PURCHASE ORDER is required to ensure delivery to the correct facility, and to accommodate delivery due date, based on receiving paper 24 hours a day, 7 days a week.

Quad/Graphics Inc. Hartford, Wis.

Plant Address: 1900 West Sumner Street
Hartford, WI 53027

Ship To Address:

Truck: 1900 West Sumner Street
Hartford, WI 53027
Deliveries to dock doors 3-8
Phone: (262) 673-1148
Fax: (262) 673-1670

Rail: WSOR
1900 West Sumner Street
Hartford, WI 53027

Plant Contacts

Paper Warehousing: Phone: (262) 673-1121
Fax: (262) 673-1670

Electronic Transmissions: Phone: (414) 566-6000
Information Systems Department

Transportation Instructions

Hartford facility cannot receive short height containers - does not have the ability to unload shipment - inside height clearance must be at least 92 inches.

Rail Carrier

WSOR

Delivery Information

Paper is received at Quad/Graphics-Hartford facility 24 hours per day, 7 days per week, and most holidays,
By Appointment Only.

Appointments for Hartford plant are to be made **48 hours in advance**, Monday through Friday, 7:00 AM through 5:00 PM, at (262) 673-1148. When the carrier calls for an appointment, they will be given an appointment number. This number will be needed for off loading of roll stock.

When calling for an appointment, the PURCHASE ORDER is required to ensure delivery to the correct facility, and to accommodate delivery due date, based on receiving paper 24 hours a day, 7 days a week.

Quad/Graphics Inc.

Lomira, Wis.

Plant Address: 952 Badger Road
Lomira, WI 53048

Ship To Address:

Truck: 952 Badger Road
Lomira, WI 53048

The paper office is located in the southeast corner, between dock doors 1 and 2

Phone: (920) 269-5522

Fax: (920) 269-7032

Rail: Canadian National
952 Badger Road
Lomira, WI 53048

Plant Contacts

Paper Warehousing: Phone: (920) 269-5522
Fax: (920) 269-7032

Electronic Transmissions: Phone: (414) 566-6000
Information Systems Department

Transportation Instructions

Lomira facility cannot receive short height containers - does not have the ability to unload shipment - inside height clearance must be at least 92 inches.

Rail Carrier

Canadian National

Delivery Information

Paper is received at Quad/Graphics-Lomira facility 24 hours per day, 7 days per week, and most holidays,
By Appointment Only.

Appointments for Lomira plant are to be made **48 hours in advance**, Monday through Friday, 7:00 AM through 5:00 PM, at (920) 269-5522. When the carrier calls for an appointment, they will be given an appointment number. This number will be needed for off loading of roll stock.

When calling for an appointment, the PURCHASE ORDER is required to ensure delivery to the correct facility, and to accommodate delivery due date, based on receiving paper 24 hours a day, 7 days a week.

Quad/Graphics Inc.

Saratoga Springs, N.Y.

Plant Address: 56 Duplainville Road
Saratoga Springs, NY 12866

Ship To Address:

Truck: 56 Duplainville Road
Saratoga Springs, NY 12866
Deliveries to dock doors 4-5, 31-36
Phone: (518) 581-4349
Fax: (518) 581-4884

Rail: 56 Duplainville Road
Saratoga Springs, NY 12866

Plant Contacts

Paper Warehousing: Phone: (518) 581-4349
Fax: (518) 581-4884

Electronic Transmissions: Phone: (414) 566-6000
Information Systems Department

Transportation Instructions

Saratoga Springs facility cannot receive short height containers - does not have the ability to unload shipment - inside height clearance must be at least 92 inches.

Rail Carrier

Canadian Pacific Railway

Delivery Information

Paper is received at Quad/Graphics-Saratoga Springs facility 24 hours per day, 7 days per week, and most holidays, **By Appointment Only.**

Appointments for Saratoga Springs plant are to be made **48 hours in advance**, Monday through Friday, 7:00 AM through 5:00 PM, at (518) 581-4349. When the carrier calls for an appointment, they will be given an appointment number. This number will be needed for off loading of roll stock.

When calling for an appointment, the PURCHASE ORDER is required to ensure delivery to the correct facility, and to accommodate delivery due date, based on receiving paper 24 hours a day, 7 days a week.

Quad/Graphics Inc. Martinsburg, W.Va.

Plant Address: 855 Caperton Boulevard
Martinsburg, WV 25401

Ship To Address:

Truck: 855 Caperton Boulevard
Martinsburg, WV 25401
Deliveries to dock doors 7-9
Phone: (304) 260-7186
Fax: (414) 566-9555

Rail: 855 Caperton Boulevard
Martinsburg, WV 25401

Plant Contacts

Paper Warehousing: Phone: (304) 260-7186
Fax: (414) 566-9555

Electronic Transmissions: Phone: (414) 566-6000
Information Systems Department

Transportation Instructions

Martinsburg facility cannot receive short height containers - does not have the ability to unload shipment - inside height clearance must be at least 92 inches.

Rail Carrier

CSX Rail

Delivery Information

Paper is received at Quad/Graphics-Martinsburg facility 24 hours per day, 7 days per week, and most holidays,
By Appointment Only.

Appointments for Martinsburg plant are to be made **48 hours in advance**, Monday through Friday, 7:00 AM through 5:00 PM, at (304) 260-7186. When the carrier calls for an appointment, they will be given an appointment number. This number will be needed for off loading of roll stock.

When calling for an appointment, the PURCHASE ORDER is required to ensure delivery to the correct facility, and to accommodate delivery due date, based on receiving paper 24 hours a day, 7 days a week.

Quad/Graphics Inc. The Rock, Ga.

Plant Address: 100 Duplainville Road
The Rock, GA 30285

Ship To Address:

Truck: 100 Duplainville Road, The Rock, GA 30285
Deliveries to dock doors 4-6
Phone: (706) 648-5233 or (706) 648-5245
Fax: (706) 648-5811

Rail: Norfolk Southern

Plant Contacts

Paper Warehousing: Phone: (706) 648-5233 or (706) 648-5245
Fax: (706) 648-5811

Electronic Transmissions: Phone: (414) 566-6000
Information Systems Department

Transportation Instructions

The Rock facility cannot receive short height containers - does not have the ability to unload shipment - inside height clearance must be at least 92 inches.

Rail Carrier

Norfolk Southern

Delivery Information

Paper is received at Quad/Graphics-The Rock facility 24 hours per day, 7 days per week, and most holidays,
By Appointment Only.

Appointments for The Rock plant are to be made **48 hours in advance**, Monday through Friday, 7:00 AM through 5:00 PM, at (706) 648-5233 or (706) 648-5245. When the carrier calls for an appointment, they will be given an appointment number. This number will be needed for off loading of roll stock.

When calling for an appointment, the PURCHASE ORDER is required to ensure delivery to the correct facility, and to accommodate delivery due date, based on receiving paper 24 hours a day, 7 days a week.

Quad/Graphics Inc. Oklahoma City, Okla.

Plant Address: 6801 South Sunnyslane Road
Oklahoma City, OK 73135

Ship To Address:

Truck: 6801 South Sunnyslane Road
Oklahoma City, OK 73135
Deliveries to dock doors 4-9
Phone: (405) 264-4095
Fax: (405) 264-4166

Rail: 6801 South Sunnyslane Road
Oklahoma City, OK 73135

Plant Contacts

Paper Warehousing: Phone: (405) 264-4095
Fax: (405) 264-4166

Electronic Transmissions: Phone: (414) 566-6000
Information Systems Department

Transportation Instructions

The Oklahoma City facility cannot receive short height containers - does not have the ability to unload shipment - inside height clearance must be at least 92 inches.

Rail Carrier

BNSF Railroad

Delivery Information

Paper is received at Quad/Graphics-Oklahoma City facility **24 hours/day, 7 days per week**, with the exception of some holidays.

Appointments for the Oklahoma City plant are to be made **48 hours in advance**, Monday through Friday, 8:00 AM through 4:00 PM, at (405) 264-4095. When the carrier calls for an appointment, they will be given an appointment number. This number will be needed for off loading of roll stock.

When calling for an appointment, the PURCHASE ORDER is required to ensure delivery to the correct facility, and to accommodate delivery due date, based on receiving paper 24 hours a day, 7 days a week.

Quad/Graphics Inc.

96" Cameron CT-16 Two Drum Slitter/Rewinder

Specifications

Maximum Web Width	96"
Minimum Width of Unwind Roll	9"
Maximum Roll Diameter	60"
Maximum Rewind Diameter	60"
Unwind Core Diameters	3" and 6" I.D.
Rewind Core Diameters	3" and 6" I.D.
Minimum Trim Required	¼"
Maximum No. Of Slits Strips	8
Minimum Width of Slit Strips	12"
Slitting Method / Wrap - around Shear	
Maximum Web Speed	4000 FPM

Roll Wrap System

Automated Roll Wrapping
(accommodates full range of diameters)

Header Press

Individual or Multi-pack Wrapping

Kraft or Stretch Wrapped

For more information call Mike George: Paper Warehousing, Lomira (920) 269 - 5521 or E-mail mgeorge@corp.qgraph.com

National Rifle Association – Quad/Graphics, Inc.

Integrated Services Agreement

SCHEDULE E – Production Schedule



Schedule for

ISSUE NAME	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	Jan-07
JOB NUMBER	A50JLD0	A50JLE0	A605JF0	A605JH0	A605JU0	A605JK0	A605JL0	A605JM0	A605JN0	A605JP0	A605JR0	A605JT0	A605JU0
BATCHFORM #													
Scans & Lasers Due at Quad	11/02/05	12/07/05	01/10/06	02/06/06	03/07/06	04/05/06	05/05/06	06/05/06	07/05/06	08/08/06	09/06/06	10/10/06	11/06/06
HLR Res Due at Customer	11/05/05	12/09/05	01/12/06	02/08/06	03/09/06	04/05/06	05/08/06	06/07/06	07/07/06	08/10/06	09/08/06	10/12/06	11/08/06
Scatter Proof Out to Customer	11/05/05	12/09/05	01/12/06	02/08/06	03/09/06	04/05/06	05/08/06	06/07/06	07/07/06	08/10/06	09/08/06	10/12/06	11/08/06
Page Files Due at Quad (PM)	11/17/05	12/22/06	01/23/06	02/17/06	03/20/06	04/18/06	05/22/06	06/16/06	07/17/06*	08/21/06	09/19/06	10/23/06	11/17/06
Proofs Due Out to Customer (AM)	11/21/05	12/27/05	01/26/06	02/23/06	03/23/06	04/21/06	05/25/06	06/21/06	07/20/06	08/23/06	09/22/06	10/26/06	11/21/06
Proofs Arrive at Customer (AM)	11/21/05	12/27/05	01/26/06	02/23/06	03/23/06	04/21/06	05/25/06	06/21/06	07/20/06	08/23/06	09/22/06	10/26/06	11/21/06
Proofs Due Back at Quad (PM)	11/28/05	12/29/05	01/30/06	02/27/06	03/27/06	04/24/06	05/30/06	06/23/06	07/24/06	08/25/06	09/25/06	10/30/06	11/27/06
DBL Proof Out to Customer (AM)	11/29/05	01/04/06	02/01/06	03/01/06	03/29/06	04/26/06	05/31/06	06/26/06	07/26/06	08/29/06	09/27/06	11/01/06	11/28/06
DBL Proofs Arrive at Customer (AM)	11/29/05	01/04/06	02/01/06	03/01/06	03/29/06	04/26/06	05/31/06	06/26/06	07/26/06	08/29/06	09/27/06	11/01/06	11/28/06
DBL Proof Back at Quad (PM)	11/29/05	01/04/06	02/01/06	03/01/06	03/29/06	04/26/06	05/31/06	06/26/06	07/26/06	08/29/06	09/27/06	11/01/06	11/28/06
Confirming DBLs Approved Online	11/30/05	01/05/06	02/02/06	03/02/06	03/30/06	04/27/06	06/01/06	06/27/06	07/27/06	08/30/06	09/28/06	11/02/06	11/29/06
Plate Ready Files due at Quad	11/30/05	01/05/06	02/02/06	03/02/06	03/30/06	04/27/06	06/01/06	06/27/06	07/27/06	08/30/06	09/28/06	11/02/06	11/29/06
PRESS													
Print Location	THE ROCK	THE ROCK	THE ROCK	THE ROCK	THE ROCK	THE ROCK	THE ROCK	THE ROCK	THE ROCK	THE ROCK	THE ROCK	THE ROCK	THE ROCK
Print Order Due	11/21/05	12/27/05	01/24/06	02/21/06	03/21/06	04/18/06	05/23/06	06/19/06	07/18/06	08/21/06	09/19/06	10/24/06	11/20/06
Pages 2 x 4	COVER-4	COVER-4	COVER-4	COVER-4	COVER-4	COVER-4	COVER-4	COVER-4	COVER-4	COVER-4	COVER-4	COVER-4	COVER-4
Pages 2 x 4	BODY-24	BODY-24	BODY-24			BODY-24	BODY-24	BODY-8	BODY-32	BODY-16		BODY-24	BODY-24
Pages 2 x 8	64	64	64	96	96	64	64	96	96	120	96	64	64
Press Start	12/01/05	01/06/06	02/03/06	03/03/06	03/31/06	04/28/06	06/02/06	06/28/06	07/28/06	08/31/06	09/29/06	11/03/06	11/30/06
ASSEMBLY													
Inserts Due	11/25/05	12/30/05	01/27/06	02/24/06	03/24/06	04/21/06	05/26/06	06/21/06	07/21/06	08/24/06	09/22/06	10/27/06	11/24/06
Assemble With	A5-0JLF	A5-0JLH	A6-05JV	A6-05JW	A6-05JX	A6-05JY	A6-05K0	A6-05K1	A6-05K2	A6-05K4	A6-05K5	A6-05K6	A6-05K6
POOL CYCLE	0603B	0608A	0612B	0616B	0620B	0624B	0629B	0633B	0638B	0642B	0646B	0651A	0703B
Non Prod Rdy Files Due to Q/D/S	11/29/05	01/03/06	02/03/06	02/28/06	03/28/06	04/25/06	05/30/06	06/27/06					

Quad/Graphics, Inc.

AMERICAN HUNTER - AMH1

ISSUE NAME	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	Jan-07
JOB NUMBER	A50JLF0	A50JLH0	A605JV0	A605JW0	A605JX0	A605JY0	A605K00	A605K10	A605K20	A605K30	A605K40	A605K50	A605K60
BATCH/FORM #													
Scans & Lasers Due at Quad	11/03/05	12/13/05	01/12/06	02/07/06	03/09/06	04/06/06	05/04/06	06/06/06	07/05/06	08/09/06	09/08/06	10/11/06	11/08/06
Hi-Res Due at Customer	11/08/05	12/15/05	01/14/06	02/09/06	03/13/06	04/10/06	05/08/06	06/08/06	07/07/06	08/11/06	09/11/06	10/13/06	11/10/06
Scatter Proof Out to Customer	11/08/05	12/15/05	01/14/06	02/09/06	03/13/06	04/10/06	05/08/06	06/08/06	07/07/06	08/11/06	09/11/06	10/13/06	11/10/06
Page Files Due at Quad (PM)	11/18/05	12/23/05	01/25/06	02/21/06	03/21/06	04/19/06	05/24/06	06/19/06	07/18/06	08/22/06	09/20/06	10/24/06	11/20/06
Proofs Due Out to Customer (AM)	11/22/05	12/29/05	01/27/06	02/24/06	03/24/06	04/21/06	05/26/06	06/22/06	07/12/106	08/25/06	09/22/06	10/27/06	11/22/06
Proofs Arrive at Customer (AM)	11/22/05	12/29/05	01/27/06	02/24/06	03/24/06	04/21/06	05/26/06	06/22/06	07/12/106	08/25/06	09/22/06	10/27/06	11/22/06
Proofs Due Back at Quad (PM)	11/28/05	01/03/06	01/31/06	02/28/06	03/28/06	04/25/06	05/31/06	06/26/06	07/25/06	08/29/06	09/26/06	10/31/06	11/28/06
DBL Proof Out to Customer (AM)	11/30/05	01/05/06	02/02/06	03/02/06	03/30/06	04/27/06	06/01/06	06/28/06	07/27/06	08/30/06	09/28/06	11/02/06	11/30/06
DBL Proofs Arrive at Customer (AM)	11/30/05	01/05/06	02/02/06	03/02/06	03/30/06	04/27/06	06/01/06	06/28/06	07/27/06	08/30/06	09/28/06	11/02/06	11/30/06
DBL Proof Back at Quad (PM)	11/30/05	01/05/06	02/02/06	03/02/06	03/30/06	04/27/06	06/01/06	06/28/06	07/27/06	08/30/06	09/28/06	11/02/06	11/30/06
Confirming DBLs Approved Online	12/01/05	01/06/06	02/03/06	03/03/06	03/31/06	04/28/06	06/02/06	06/29/06	07/28/06	08/31/06	09/29/06	11/03/06	12/01/06
Plate Ready Files due at Quad	12/01/05	01/06/06	02/03/06	03/03/06	03/31/06	04/28/06	06/02/06	06/29/06	07/28/06	08/31/06	09/29/06	11/03/06	12/01/06
PRESS													
Print Location	THE ROCK	THE ROCK	THE ROCK	THE ROCK	THE ROCK	THE ROCK	THE ROCK	THE ROCK	THE ROCK	HARTFORD	THE ROCK	THE ROCK	THE ROCK
Print Order Due	11/23/05	12/28/05	01/25/06	02/22/06	03/22/06	04/19/06	05/24/06	06/20/06	07/19/06	08/23/06	09/20/06	10/25/06	11/22/06
Pages 2 x 4	COVER - 4	COVER - 4	COVER - 4	COVER - 4	COVER - 4	COVER - 4	COVER - 4	COVER - 4	COVER - 4	COVER - 4	COVER - 4	COVER - 4	COVER - 4
Pages 2 x 4	BODY 24	BODY 24	BODY 24	BODY 24		BODY 24	BODY 24	BODY 24	BODY 32			BODY 24	BODY 24
Pages 2 x 8	64	64	64	64	96	64	64	96	128	160	96	64	64
Press Start	12/03/05	01/07/06	02/04/06	03/04/06	04/01/06	04/29/06	06/03/06	06/30/06	08/02/06	09/01/06	09/30/06	11/04/06	12/02/06
ASSEMBLY													
Inserts Due	11/25/05	12/30/05	01/27/06	02/24/06	03/24/06	04/21/06	05/26/06	06/21/06	07/14/06	08/24/06	09/22/06	10/27/06	11/24/06
Assemble With	A5-QJLD	A5-QJLE	A6-05JF	A6-05JH	A6-05JJ	A6-05JK	A6-05JL	A6-05JM	A6-05JN		A6-05JR	A6-05JT	A6-05JU
POOL CYCLE	0603B	0608A	0612B	0616B	0620B	0624B	0629B	0633B	0638B	0642B	0646B	0651A	0703B
Non-Prod Rdy Files Due to Q/D/S	11/29/05	01/03/06	01/31/06	02/28/06	03/28/06	04/25/06	05/30/06	06/27/06	07/25/06	08/29/06	09/26/06	10/31/06	12/01/06
Files Ready at Q/D/S	12/02/05	01/06/06	02/03/06	03/03/06	03/31/06	04/28/06	06/02/06	06/30/06	08/04/06	09/01/06	09/29/06	11/03/06	12/01/06
Postage Due Date	12/07/05	01/10/06	02/08/06	03/08/06	04/05/06	05/03/06	06/07/06	07/05/06	08/09/06	09/06/06	10/04/06	11/07/06	12/06/06
Start Ship Date	12/11/05	01/13/06	02/12/06	03/12/06	04/09/06	05/07/06	06/11/06	07/09/06	08/13/06	09/10/06	10/08/06	11/10/06	12/10/06
In-Home Start Date	12/21/05	01/23/06	02/22/06	03/22/06	04/19/06	05/17/06	06/21/06	07/19/06	08/23/06	09/20/06	10/18/06	11/20/06	12/20/06
In-Home End Date	12/24/05	01/26/06	02/25/06	03/25/06	04/22/06	05/20/06	06/24/06	07/22/06	08/26/06	09/23/06	10/21/06	11/24/00	12/23/06
Quantity	1,043,000	1,043,000	1,043,000	1,043,000	1,043,000	1,043,000	1,043,000	1,043,000	1,043,000	1,043,000	1,043,000	1,043,000	1,043,000
BULK													
Start Ship Date	12/15/05	01/13/06	02/12/06	03/10/06	04/07/06	05/12/06	06/09/06	07/07/06	08/11/06	09/08/06	10/13/06	11/10/06	12/08/06
On-Sale Date	01/03/06	01/31/06	02/28/06	03/28/06	04/25/06	05/30/06	06/27/06	07/25/06	08/29/06	09/28/06	10/31/06	11/28/06	12/26/06
	CLARK	CLARK	CLARK	CLARK	CLARK	CLARK	CLARK	CLARK	CLARK	CLARK	CLARK	CLARK	CLARK
Destination	PICK-UP	PICK-UP	PICK-UP	PICK-UP	PICK-UP	PICK-UP	PICK-UP	PICK-UP	PICK-UP	PICK-UP	PICK-UP	PICK-UP	PICK-UP
Quantity	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000

AMERICA'S FIRST FREEDOM - AME159

Page Files Due at Quad (PM)													
ISSUE NAME	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	Jan-07
JOB NUMBER	A50JLJ0	A50JLK0	A605K70	A605K80	A605K90	A605KA0	A605KC0	A605KD0	A605KE0	A605KF0	A605KH0	A605KJ0	A605KK0
BATCH/FORM #													
11/22/05													
Proofs Due Out to Customer (AM)													
11/23/05													
Proofs Arrive at Customer (AM)													
11/23/05													
Proofs Due Back at Quad (PM)													
11/29/05													
DBL Proof Out to Customer (AM)													
12/01/05													
DBL Proofs Arrive at Customer (AM)													
12/01/05													
DBL Proof Back at Quad (PM)													
12/01/05													
Confirming DBLs Approved Online													
12/02/05													
Plate Ready Files due at Quad													
12/02/05													
PRESS													
Print Location													
11/25/05													
Print Order Due													
COVER -4													
Pages 2 x 4													
BODY-8													
Pages 2 x 4													
64													
Pages 2 x 8													
12/06/05													
Press Start													
01/11/06													
ASSEMBLY													
Inserts Due													
11/29/05													
Assemble With													
A5-0JLA													
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0612B													
0616B													
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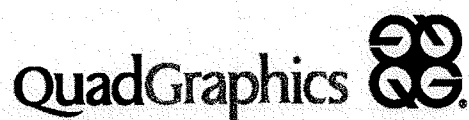
WOMAN'S OUTLOOK NRA - WOM118

ISSUE NAME	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	Jan-07
JOB NUMBER	A50JLA0	A50JLC0	A605J40	A605J50	A605J60	A605J70	A605J80	A605J90	A605JA0	A605JC0	A605JD0	A605JE0	A605LF0
BATCH/FORM #													
Page Files Due at Quad (PM)	11/21/05	12/28/05	01/26/06	02/24/06	03/23/06	04/20/06	05/25/06	06/22/06	07/20/06	08/24/06	09/21/06	10/26/06	11/21/06
Proofs Due Out to Customer (AM)	11/23/05	01/04/06	02/01/06	02/28/06	03/28/06	04/25/06	05/30/06	06/27/06	07/24/06	08/28/06	09/26/06	10/31/06	11/27/06
Proofs Arrive at Customer (AM)	11/23/05	01/04/06	02/01/06	02/28/06	03/28/06	04/25/06	05/30/06	06/27/06	07/24/06	08/28/06	09/26/06	10/31/06	11/27/06
Proofs Due Back at Quad (PM)	11/29/05	01/06/06	02/03/06	03/02/06	03/30/06	04/27/06	06/01/06	06/29/06	07/26/06	08/30/06	09/28/06	11/02/06	11/29/06
DBL Proof Out to Customer (AM)	12/01/05	01/09/06	02/06/06	03/06/06	04/03/06	05/01/06	06/05/06	06/30/06	07/28/06	09/01/06	10/02/06	11/06/06	12/04/06
DBL Proofs Arrive at Customer (AM)	12/01/05	01/09/06	02/06/06	03/06/06	04/03/06	05/01/06	06/05/06	06/30/06	07/28/06	09/01/06	10/02/06	11/06/06	12/04/06
DBL Proof Back at Quad (PM)	12/01/05	01/09/06	02/06/06	03/06/06	04/03/06	05/01/06	06/05/06	06/30/06	07/28/06	09/01/06	10/02/06	11/06/06	12/04/06
Confirming DBLs Approved Online	12/02/05	01/10/06	02/07/06	03/07/06	04/04/06	05/02/06	06/06/06	07/03/06	07/31/06	09/05/06	10/03/06	11/07/06	12/05/06
Plate Ready Files due at Quad	12/02/05	01/10/06	02/07/06	03/07/06	04/04/06	05/02/06	06/06/06	07/03/06	07/31/06	09/05/06	10/03/06	11/07/06	12/05/06
PRESS													
Print Location	THE ROCK	THE ROCK	THE ROCK	THE ROCK	THE ROCK	THE ROCK	THE ROCK	THE ROCK	THE ROCK	THE ROCK	THE ROCK	THE ROCK	THE ROCK
Print Order Due	11/25/05	01/02/06	01/31/06	02/27/06	03/27/06	04/24/06	05/26/06	06/23/06	07/21/06	08/25/06	09/22/06	10/27/06	11/24/06
Pages 2 x 4	COVER-4	COVER-4	COVER-4	COVER-4	COVER-4	COVER-4	COVER-4	COVER-4	COVER-4	COVER-4	COVER-4	COVER-4	COVER-4
Pages 2 x 4	BODY-68	BODY-80	BODY-72	BODY-72	BODY-72	BODY-72	BODY-72	BODY-72	BODY-72	BODY-72	BODY-72	BODY-72	BODY-68
Press Start	12/05/06	01/10/06	02/08/06	03/08/06	04/05/06	05/03/06	06/07/06	07/05/06	08/02/06	09/06/06	10/04/06	11/08/06	12/05/06
ASSEMBLY													
Inserts Due	11/29/05	01/03/06	02/01/06	03/01/06	03/29/06	04/26/06	05/31/06	06/28/06	07/26/06	08/30/06	09/27/06	11/01/06	11/29/06
Assemble With	A5-0JLJ	A5-0JLK	A6-05K7	A6-05K8	A6-05K9	A6-05KA	A6-05KC	A6-05KD	A6-05KE	A6-05KF	A6-05KH	A6-05KJ	A6-05KK
POOL CYCLE	0603B	0608B	0612B	0616B	0620B	0624B	0629B	0633B	0637B	0642B	0647A	0651A	0651A
Non Prod Rdy Files Due to Q/DS	11/29/05	01/03/06	01/31/06	02/28/06	03/28/06	04/25/06	05/30/06	06/27/06	07/25/06	08/29/06	09/26/06	10/31/06	11/28/06
Files Ready at Q/DS	12/02/05	01/06/06	02/03/06	03/03/06	03/31/06	04/28/06	06/02/06	06/30/06	07/28/06	09/01/06	10/06/06	11/03/06	12/01/06
Postage Due Date	12/07/05	01/10/06	02/08/06	03/08/06	04/05/06	05/03/06	06/07/06	07/05/06	08/02/06	09/08/06	10/10/06	11/07/06	12/06/06
Start Ship Date	12/11/05	01/13/06	02/12/06	03/12/06	04/09/06	05/07/06	06/11/06	07/09/06	08/06/06	09/10/06	10/13/06	11/10/06	12/10/06
In-Home Start Date	12/21/05	01/23/06	02/22/06	03/22/06	04/19/06	05/17/06	06/21/06	07/19/06	08/16/06	09/20/06	10/23/06	11/20/06	12/20/06
In-Home End Date	12/24/05	01/26/06	02/25/06	03/25/06	04/22/06	05/20/06	06/24/06	07/22/06	08/19/06	09/23/06	10/26/06	11/24/06	12/23/06
Quantity	53,000	53,000	53,000	53,000	53,000	53,000	53,000	53,000	53,000	53,000	53,000	53,000	53,000
BULK													
Start Ship Date	12/15/05	01/20/06	02/17/06	03/17/06	04/07/06	05/12/06	06/16/06	07/14/06	08/11/06	09/15/06	10/13/06	11/17/06	12/15/06
On-Sale Date	01/03/06	02/07/06	03/07/06	04/04/06	04/25/06	05/30/06	07/04/06	08/01/06	08/29/06	10/03/06	10/31/06	12/05/06	01/02/07
Destination	CLARK PICK-UP	CLARK PICK-UP	CLARK PICK-UP	CLARK PICK-UP	CLARK PICK-UP	CLARK PICK-UP	CLARK PICK-UP	CLARK PICK-UP	CLARK PICK-UP	CLARK PICK-UP	CLARK PICK-UP	CLARK PICK-UP	CLARK PICK-UP
Quantity	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000

National Rifle Association – Quad/Graphics, Inc.

Integrated Services Agreement

SCHEDULE F – Holiday Schedule





**National Rifle Association
Integrated Services Agreement
Schedule F – Quad/Graphics Holiday Schedule***


New Year's Day	7 a.m. January 1 to 7 a.m. January 2nd
Founder's Day	2nd Sunday in January, 7 p.m. Saturday to 7 p.m. Sunday
Easter	7 a.m. Sunday to 7 a.m. Monday
Memorial Day	7 a.m. Monday to 7 a.m. Tuesday
Independence Day	7 a.m. July 4 to 7 a.m. July 5
Labor Day	7 a.m. Monday to 7 a.m. Tuesday
Thanksgiving Day	7 a.m. Thursday to 7 a.m. Friday
Christmas Eve Day	7 a.m. December 24 to 7 a.m. December 25
Christmas Day	7 a.m. December 25 to 7 a.m. December 26
New Year's Eve Day	7 a.m. December 31 to 7 a.m. January 1

* Holiday periods are subject to change by management. Holiday period will be celebrated when possible by all employees on the day and night of that holiday, except for Easter and Founder's Day. Easter will be on 7 p.m. Saturday shift and Easter Sunday day shift. The Founder's Day holiday will be determined each year by the President and may change from time to time.

National Rifle Association – Quad/Graphics, Inc.

Integrated Services Agreement

SCHEDULE G – Payment Terms Letter

QuadGraphics 



November 2, 2005

N63 W23075 Main St.
Sussex, WI
53089-2827
tel 414.566.6000

National Rifle Association
Attn: Ms. Lisa George
NRA Director of Purchasing
11250 Waples Mill Road
Fairfax, VA 22030

Dear Ms. George:

This letter is to confirm credit payment terms for NRA's publications print orders with Quad/Graphics, Inc. Credit payment terms are as follows. Looking forward to working with you.

MFG – DUE 1% 10 DAYS FROM INVOICE DATE OR NET 45 DAYS FROM INVOICE DATE

PAPER – WILL BE SUPPLIED BY CUSTOMER

MISCELLANEOUS INVOICES – DUE NET 30 DAYS FROM INVOICE DATE

PER I.C.C. REGULATIONS, FREIGHT – DUE NET 10 DAYS FROM INVOICE DATE.

Should there be a substantial adverse change in Customer's credit standing so that Quad/Graphics has reasonable grounds for insecurity with respect to Customer's compliance with the credit terms of this Agreement, Quad/Graphics has the right to request adequate assurance of due performance from Customer, and Customer shall furnish such assurances promptly to Quad/Graphics.

Please sign copy of this letter and return to my attention via fax (414) 566-9415. We will send invoices electronically to Mike Sanford's attention MSanford@nrahq.org, unless instructed otherwise. Quad/Graphics reserves the right to assess a service charge for all balances that reach 30 days past the terms of payment. It is our expectation that any undisputed portions of disputed invoices will be paid according to the credit terms above.

Thank you for your cooperation in this matter. If you ever need my assistance, please feel free to call me at (414) 566-2792.


Sincerely,

Nina Smith

Nina Smith
Credit Department
Quad/Graphics, Inc.

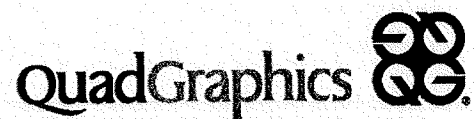
Cc: Tom Wilson – Quad/Sales
Quad/Contract Department

I agree to the payment terms as stated above.


Name/Title: Thomas H. Phillips CFO Date: 11/29/2005
Accepted by: Wilson H. Phillips Jr
Please print name

National Rifle Association – Quad/Graphics, Inc.
Integrated Services Agreement

SCHEDULE H – Multi-Bind Terms



SCHEDULE H
MULTI-BIND TERMS AND CONDITIONS

Customer may, from time to time, participate in Quad/Graphics' Multi-Bind Program ("MBP") whereby two or more of Customer's titles will be assembled on the same finishing equipment and pre-sorted together in a single mail stream. Such participation shall be subject to the terms and conditions contained in this Schedule.

1. Term and Termination. Customer may terminate participation in the MBP with at least thirty (30) days' advance written notice to Quad/Graphics.

2. Scope. From the Effective Date until such time as participation in the MBP is terminated or modified by Customer, the MBP will include the titles listed below:

Group One:

American Rifleman and American Hunter

Group Two:

America's 1st Freedom and Woman's Outlook

In the event Customer wishes to change the scope of the MBP by adding titles, changing the make-up of the groups, combining the groups or changing the manufacturing specifications of the titles involved in the MBP, Quad/Graphics will use commercially reasonable efforts to accommodate such changes, subject to Quad/Graphics' schedule and equipment availability. If any proposed change in manufacturing specifications results in a change in pricing or schedule, Quad/Graphics will notify Customer as soon as practicable and Quad/Graphics will obtain Customer's approval before effecting the change.